

## Key contact numbers

### Customer Service 0845 604 4206

Monday - Friday 8am-8pm  
Saturday 9am-5pm

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

### 24-hour claims 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 additional services, if you've chosen 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

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 claims.

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

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

Buy online anytime at [sheilaswheels.com](http://sheilaswheels.com) or call us now:  
**0800 085 6013**

Family legal protection and home emergency cover are provided by DAS and pest cover is provided by Brit Insurance.

# Sheilas' Wheels Home Insurance Policy Booklet



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# Welcome to Sheilas' Wheels home insurance

Thank you for choosing home insurance from Sheilas' Wheels.

This is your home insurance policy. It gives you the details of the cover you have bought.

Your policy consists of:

- your Policy Booklet and any amendments to it we have sent you; and
- your Schedule.

Please read all your policy documents carefully to understand the cover you have bought, together with the restrictions and exclusions that may apply.

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

You have the right to cancel any part of your policy at any time during the term of your cover. Please see the relevant section 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.

In return for your paying and us receiving and accepting your premium (including Insurance Premium Tax), we will provide home insurance cover under the terms of your policy during the period of cover shown in your Schedule.

# Helpful hints on how you can protect your family and your home

Any loss or damage to your family or home causes a great deal of distress.

Every year insurance companies pay out millions of pounds for incidents that happen in and around our homes, such as fires, storm damage, floods, escape of water, burst pipes or burglary and vandalism.

We have put together some helpful tips, which may help you reduce the risk of such events happening to you and your family:

## Fire

- Fit smoke alarms on each level of your home. Keep them free from dust and test them once a month. Make sure that you change the batteries once a year.
- Have a fire action plan so that everyone in your home knows how to escape if there is a fire e.g. where the door and window key(s) are kept.
- Take extra care in the kitchen - accidents while cooking account for over half of fires in homes. If cooking with hot oil, consider buying a deep-fat fryer which is controlled by a thermostat (if you don't already have one) and never leave young children alone in the kitchen.
- Never leave lit candles in rooms that nobody is in or in rooms where children are on their own. Make sure candles are in secure holders on a surface that does not burn and are away from any materials that could burn.
- Make sure cigarettes are stubbed out properly, disposed of carefully and never smoke in bed.
- Don't overload electrical sockets with numerous appliances coming from one socket.
- Always switch off the TV and other electrical appliances. Don't leave them on standby. If going on holiday unplug them from the mains.
- Always use a suitable fireguard on an open fire and make sure that your chimneys are swept once a year.

For further information please visit [www.fireservice.co.uk](http://www.fireservice.co.uk) or [www.firekills.gov.uk](http://www.firekills.gov.uk).

## Theft

- Make sure that the security devices to all your external doors and windows are adequate and, if you have a door lock near to the glass, that the door is fitted with toughened glass. If in doubt, speak to the Crime Prevention Officer at your local Police station who will advise you.
- Whenever you leave the property unoccupied, even for a short trip to the corner shops, make sure that the windows are shut and locked and that the mortice lock is applied.
- If you are going on holiday, always ask a member of the family, a friend or a trusted neighbour to keep an eye on the property and collect the mail. Remember to cancel the milk and papers.
- Invest in some timer switches which can be programmed to turn lights on and off in different rooms and even turn on the radio.
- Never leave keys near the front door letterbox. Thieves could steal the keys without entering your home and take the car or gain entry to your home.

## Burst Pipes

- Make sure that any water pipes and tanks have adequate lagging and are properly insulated, especially those located in the loft or outside.
- When going away in the winter time keep your central heating on a low setting i.e. 10 degrees centigrade and leave the loft hatch slightly ajar to allow the warm air to circulate.

- If you do not want to leave the heating on then make sure that you drain the central heating system down (water tanks, radiators and pipes) and turn off the water supply at the mains.

### Leaks

- Once a year check the radiator valves to ensure they are not leaking.
- Always make sure that your gutters are repaired if damaged, as this may cause water to enter your home over a period of time. You should also clear the gutters of leaves and moss before the winter sets in.
- Look out for patches of damp, mildew, mould or blistering of paint. These are the tell-tale signs of gradual leaks.
- Always make sure that your washing appliances are fitted correctly and check them regularly.
- Periodically check that your overflows work on toilets, water tanks and central heating header tanks.
- Regularly test the valves operated by ball cocks to ensure that the valves close and the ball sits on the water surface at the correct level.
- If you are in doubt and can see water dripping or escaping from the overflow pipe, contact a plumber. Your policy will not cover you for the maintenance, only for the damage caused.

For further information please visit:

[www.environmental-agency.gov.uk](http://www.environmental-agency.gov.uk) and [www.homeoffice.gov.uk](http://www.homeoffice.gov.uk).

## Meaning of words and terms

Certain words or expressions appearing in Parts A to D of your policy or Schedule have been defined, and they will have the same meaning wherever they are used.

### Bedroom

A room used as, or 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, sheds, summer houses, garages and greenhouses, which are all designed and only used for domestic purposes. Your buildings also include swimming pools, hot tubs, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the insured address shown in your Schedule.

### Contents

All household goods and high risk items belonging to your household or which your household is legally responsible for.

### Endorsement

Any change to the terms of your policy. These are shown in your Schedule.

### Excess – paying part of a claim

The amount you must pay towards any claim.

This can be any of the following:

- Policy excess  
This is the 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, under the terms of Part A, Section 1 of your policy, you have to pay towards the cost of each claim that results from subsidence, heave or landslip. The amount is shown in your latest Schedule.

### Exclusion

Something your policy does not cover you for.

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.'

## 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, including but not limited to:

- antiques
- articles of gold, silver or other precious metals
- audio equipment
- camping equipment
- compact discs
- computer equipment
- credit, debit, charge, cheque or cash cards
- curios
- digital versatile/video discs
- DVD players/recorders
- furs
- guns and firearms
- high definition DVD/Blu-Ray
- jewellery
- media players
- mobile phones
- money
- pedal cycles
- paintings
- photographic equipment
- portable electronic games
- portable musical instruments
- portable sports equipment
- stamp, coin and medal collections
- televisions
- video and audio equipment
- watches.

High risk items do not include:

- household goods
- any domestic appliance which is part of fitted units
- interior decorations
- 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 or your family live in at the address shown in your Schedule. This does not include fixtures and fittings, sheds, summer houses, garages, greenhouses, swimming pools, hot tubs, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences or any 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
- interior decorations
- 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

The sums insured for Parts B, C and D will be index-linked. This means that the sums insured are linked to the Consumer Durables Section of the Retail Price Index. We will automatically adjust the sums insured 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. Note: Please remember to keep the sum insured up to date when new articles are bought. The value of items such as jewellery, watches, antiques, pictures and collections often fluctuates independently of inflation. These fluctuations are not reflected by the indices used for index linking, and you should ensure that these items are insured for the correct amounts at all times.

## 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, 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. This does not include the following:

- business stock
- data, information or computer programs which have been created by, or specifically for, members of your household.

### Period of cover

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

### Personal possessions

Any item which is normally worn or carried provided such item is individually worth less than £1,500 and any pedal cycle worth less than £500 unless specified in your Schedule.

### Policy

The Policy Booklet, and any amendments to it that we have sent you, and your 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 which:

- records the information you have given us which is the basis on which we have provided insurance to you
- identifies the policyholders; and
- in conjunction with this Policy Booklet, and any amendments to it we have sent you, sets out the details of the cover provided by your policy.

### Specified items

Any high risk item or household good(s) worth £1,500 or more and specified in your 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 of force 10 on the Beaufort Scale reaching speeds of 55-63mph.

### Sum insured

The sum insured is shown in your Schedule. Together with any necessary adjustments for index-linking, it is the maximum amount we will pay (depending on any special conditions shown in the Policy Booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if we pay any claim.

The sum insured under Part A, states Unlimited. We automatically cover you for 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.

The sums insured under Parts B, C and D of your policy must be enough to replace the insured items as new.

### Terms

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

### Unfurnished

When your house is not in our reasonable opinion sufficiently furnished for anyone to live in. It must be in this condition for more than 60 consecutive days.

### United Kingdom, UK

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

### 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 60 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 under 'policyholder' and your cohabitee living permanently with you.

### Your household

You, members of your family living permanently with you and your domestic employees living permanently with you.

## Your policy

### The contract of insurance

Your policy is evidence of the contract between you and us. It is based on the information you gave us when you applied for this insurance which is shown in your Schedule. You have a duty to ensure that this information is true and complete. This includes that the sums insured represent the full values appropriate to your choice of policy.

### Governing law and jurisdiction

You and we can choose the law which applies to this contract. Unless you and we agree otherwise, in writing, English law 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, Scandinavian countries 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.

### Your cover

If the cover you have chosen is:

- Buildings – refer to Part A
- Contents – refer to Part B
- Personal possessions – refer to Part C
- Specified items – refer to Part D
- Family legal protection – refer to Part E
- Home emergency – refer to Part F
- Pest - refer to Part G

The cover you have chosen and any endorsements that apply are shown in your Schedule. If the cover is changed, or if any new endorsements are applied, we will give you a new Schedule.

## Buildings

Please read your Schedule to see if your buildings are covered.

It is important that you read the general conditions and exclusions that apply to Parts A to D of your policy.

# Insurance for buildings

**We will pay up to the rebuilding cost for loss of, or damage to, your buildings caused by the following:**

	<b>Exclusions:</b>
1. Fire.	
2. Theft or attempted theft.	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>
3. Storm or flood.	Loss or damage: <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> </ul>
4. Lightning, thunderbolt or earthquake.	
5. Explosion.	
6. Subsidence or heave of the site on which your buildings stand or landslip.	Loss or damage caused by: <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>normal settlement or shrinkage or by newly made up ground moving</li> <li>damage if you know that any of the property on the site has already been damaged by land movement and you have not told us about it.</li> <li>bedding down of new structures or settlement of newly made up ground</li> <li>loss or damage to septic tanks, cesspits, drains, pipes and cables, central heating fuel storage tanks, swimming pools, hot tubs, hard tennis courts, garden walls, patios, terraces, hedges, fences, gates, paths and drives unless we also accept a claim for subsidence, heave or landslip damage to the home.</li> </ul>

	<b>Exclusions:</b>
7. Water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems. Water freezing in tanks, equipment or pipes.	Loss or damage: <ul style="list-style-type: none"> <li>to the tank, pipe or installation itself if caused by normal wear and tear</li> <li>caused by subsidence, heave or landslip caused by escaping water if your house is unfurnished or unoccupied</li> <li>while your home is not being lived in for more than five days at a time during the months of November to March inclusive unless you keep your home heated throughout and 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> </ul>
8. Oil escaping from any fixed heating installation, pipes or equipment.	Loss or damage: <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> </ul>
9. Impact with your buildings by any vehicle or animal.	Loss or damage: <ul style="list-style-type: none"> <li>caused by vermin, birds, insects or domestic pets.</li> </ul>
10. Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts.	Loss or damage: <ul style="list-style-type: none"> <li>to aerials, fittings and masts.</li> </ul>
11. Aircraft and other airborne devices or articles dropped from them.	
12. Falling trees or branches.	<ul style="list-style-type: none"> <li>Removal of trees or branches where the buildings are not damaged.</li> </ul>
13. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.	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>
14. Smoke.	Loss or damage: <ul style="list-style-type: none"> <li>caused by agricultural or industrial work</li> <li>caused by smog</li> <li>caused by gradually operating causes.</li> </ul>

Perils numbered 15 and 16 only apply if you have chosen accidental damage cover and AD/Frost appears in your latest Schedule.

15. Accidental damage - all other accidental loss or damage which happens as a direct result of a single unexpected event.

#### Exclusions:

We will not pay for:

- any loss or damage which is excluded elsewhere in Part A of this policy
- loss or damage while your home or any part of it is lent, let or sub-let
- loss or damage during or after cleaning, dyeing, alteration, restoration, repair, renovations or the cost of maintenance and routine decoration
- loss or damage caused by moth, vermin, birds, insects, fungi, dry or wet rot
- loss or damage caused by domestic pets
- loss or damage due to faulty materials or poor workmanship or design or defective materials
- loss or damage caused by paying guests or tenants
- loss or damage if your house is unfurnished or unoccupied
- loss or damage to any tank, pipe or installation if caused by normal wear and tear
- loss or damage caused by subsidence, heave or landslip
- the cost of repairing or replacing electrical or mechanical equipment if it has broken down or been misused
- any loss or damage caused by weather or atmospheric conditions.

16. Frost.

- Loss or damage to swimming pools, hot tubs, hard tennis courts, terraces, patios, driveways, footpaths, garden walls and hedges.

## Insurance for buildings

#### Exclusions:

### Section 2

#### Glass and sanitary ware

We will pay for the cost of replacing 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.

- Damage to alterations or extensions until completed
- Damage caused by any paying guest or tenant
- Damage if your house is unfurnished or unoccupied

### Section 3

#### Underground services

We will pay for the cost 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.

### Section 4

#### Alternative accommodation and rent

If your house cannot be lived in as a direct result of:

- a) loss or damage insured under Part A, Section 1, 1 to 14 of this policy; or
- b) a single unexpected event at the supplier power source that causes loss of your mains water, gas or electricity supply. This must result in loss of these supplies for at least 48 hours

we will pay for the following:

If you occupy the home:

- the cost of reasonable alternative accommodation if this is necessary for you, your family and your domestic pets
- 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 only lasts until the date of completion.

- 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 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 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 the cost of meeting building and government regulations and local authority bye-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:

- 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:**

- 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.

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 family 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 happens because of your trade, profession or employment or that of any member of your household. However, you are covered as owner of the buildings.

**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.

You will be insured for accidents happening in and around that home which result in:

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

The "Defective Premises Act" insurance 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 costs, expenses and legal fees necessarily incurred with our written consent.

**Section 9**  
**Emergency entry**

We will pay for the cost of loss or damage to the buildings 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 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 stolen.

**Exclusions:**

4. Liability as a result of any agreement or contract unless you were liable before you made the agreement or contract.
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.

**Section 11**  
**Trace and access**

We will pay up to the policy limit 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, if the buildings have been damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the home.

**Exclusions:**

## Buildings - making a claim

It is important that you read the general conditions and exclusions which apply to Parts A to D of this policy.

We will not pay the combined amount of buildings excesses shown in your latest Schedule that apply to Part A of your policy.

If your buildings are damaged in any of the circumstances explained in Part A, Sections 1 to 11 of your policy, 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 the repair or replacement to your buildings cannot be economically carried out, we will 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. However, this must not be more than the cost to rebuild or repair the buildings for any loss or damage as a result of any of the circumstances listed in Part A, Section 1.

We will not pay any extra cost for extending or improving your buildings once they are rebuilt as new.

We will not pay for 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.

## Contents

Please read your Schedule to see if your contents are covered.

It is important that you read the general conditions and exclusions which apply to Parts A to D of your policy.

## Insurance for contents

**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:**

### Exclusions:

1. Fire.	
2. Theft or attempted theft.	<ul style="list-style-type: none"> <li>Loss or damage if your house is unfurnished or unoccupied</li> <li>Loss or damage caused by you, your household, paying guests or tenants</li> <li>Loss or damage whilst any part of your home is let or sublet</li> <li>Theft by deception other than deception used solely to enter your home</li> <li>Loss or damage to pedal cycle tyres or accessories unless the pedal cycle is lost or damaged at the same time</li> <li>Loss or damage to pedal cycles more specifically insured by any other policy</li> <li>Theft of money unless someone has broken into or out of the home by using force or violence</li> <li>Any pedal cycle with a motor.</li> </ul>
3. Storm or flood.	
4. Lightning, thunderbolt or earthquake.	
5. Explosion.	
6. Subsidence or heave of the site on which your buildings stand, or landslip.	
7. Water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems.	<ul style="list-style-type: none"> <li>Loss or damage if your house is unfurnished or unoccupied</li> <li>while your home is not being lived in for more than five days at a time during the months of November to March inclusive unless you keep your home heated throughout and 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> </ul>
8. Oil escaping from any fixed heating installation, pipes or equipment.	<ul style="list-style-type: none"> <li>Loss or damage if your house is unfurnished or unoccupied.</li> </ul>

	<b>Exclusions:</b>
9. Impact by any vehicle or animal.	<ul style="list-style-type: none"> <li>Loss or damage caused by vermin, birds, insects or domestic pets.</li> </ul>
10. Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts.	
11. Aircraft and other airborne devices or articles dropped from them.	
12. Falling trees or branches.	<ul style="list-style-type: none"> <li>Removal of trees or branches where the contents are not damaged.</li> </ul>
13. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.	<p>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>
14. Smoke.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused by agricultural or industrial work</li> <li>caused by any gradually operating causes</li> <li>caused by smog.</li> </ul>

**15 Only applies if you have chosen accidental damage cover and 'ad/al' appears in your latest Schedule.**

15. Accidental damage - loss or damage which happens as a direct result of a single unexpected event.

**Exclusions:**

We will not pay for:

- any loss or damage which is excluded elsewhere in Part B of this policy
- loss or damage during or after cleaning, dyeing, washing, alteration, restoration, repair or renovations
- the cost of maintenance and routine decoration
- loss or damage caused by domestic pets
- loss or damage caused by moth, vermin, birds, insects, fungi, dry or wet rot
- loss or damage caused by any paying guests or tenants
- loss or damage caused by computer viruses
- loss or damage if your house is unfurnished or unoccupied
- loss or damage to fragile items when you move home unless they have been packed by professional packers
- loss or damage to contents when you move home unless a professional removal firm is moving them
- loss or damage whilst in a furniture storage facility, saleroom or exhibition
- any item more specifically insured by this or any other policy
- contact lenses, unless specified in your latest Schedule

<p><b>Section 2</b> <b>Contents in your garden</b></p> <p>We will pay up to the limit shown in your latest Schedule if your contents are lost or damaged by any of the causes in Part B, Section 1, 1 to 14 if your contents are outside but still within the boundaries of your home.</p> <p>This includes the replacement of trees, shrubs, plants and lawns that are within the boundaries of your home.</p>	<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Loss or damage if your house is unfurnished or unoccupied</li> <li>• Any special exclusion listed in Section 1 of Part B</li> <li>• Loss or damage caused by storm, flood, subsidence, heave or landslip.</li> </ul>	<p><b>Section 6</b> <b>Mirrors and glass</b></p> <p>We will pay up to the policy limit shown in your latest Schedule for mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs or ceramic tops to cookers.</p>	<p><b>Exclusions:</b></p>
<p><b>Section 3</b> <b>Contents which are temporarily removed from the home</b></p> <p>We will pay up to the policy limit shown in your latest Schedule if your contents are lost or damaged by any of the causes listed in Part B, Section 1, 1 to 14 while temporarily removed from your home to anywhere else in the British Isles.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the goods are being moved, worn or carried</li> <li>• caused by storm or flood to any item not in a building</li> <li>• by theft or attempted theft unless someone has broken into or out of the building using force or violence or deception to get in</li> <li>• while in a furniture storage facility, saleroom or exhibition</li> <li>• any exclusion listed in Part B, Section 1, 1 to 14.</li> </ul>	<p><b>Section 7</b> <b>Alternative accommodation and rent</b></p> <p>If your house cannot be lived in as a direct result of:</p> <ol style="list-style-type: none"> <li>loss or damage insured by Part A, Section 1, 1 to 14 of this policy; or</li> <li>a single unexpected event at the supplier power source that causes loss of your mains water, gas or electrical supply. This must result in loss of these supplies for at least 48 hours</li> </ol> <p>we will pay up to the policy limit for the following:</p> <ul style="list-style-type: none"> <li>• the cost of reasonable alternative accommodation if this is necessary for you, your family and your domestic pets</li> <li>• the cost of temporary storage of the contents</li> <li>• rent which should be paid to you.</li> </ul>	
<p><b>Section 4</b> <b>External door locks</b></p> <p>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.</p>		<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>	<ul style="list-style-type: none"> <li>• Injury to your husband, wife 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> <li>• Injury to any person who is 70 years of age or more at the time of the incident.</li> </ul>
<p><b>Section 5</b> <b>Metered water, oil or liquid petroleum gas</b></p> <p>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.</p>			

**Section 9**  
**Personal liability and your liability as occupier of your home**

**a. Personal liability**

We will insure 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.

These accidents must result in:

- bodily injury to, or illness of, any person (but not any member of your household or your employees); or
- loss of, or damage to, property.

In the same way as you are insured, we will also insure each member of your family who permanently lives with you. Each will be insured for all sums, which they become legally liable to pay for accidents happening in, around and away from your home.

**b. Your liability as occupier of your home**

We will insure you as the occupier of your home for all sums which you become legally liable to pay for accidents happening in and around your home.

These accidents must result in:

- bodily injury to, or illness of, any person (but not any member of your household or your employees); or
- loss of, or damage to, property.

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 with our written consent.

**Exclusions:**

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 employed by members of your household.
2. Liability which happens because you occupy any land or building other than your home or its grounds
3. Liability which happens because of your trade, profession or employment or that of any member of your household.
4. Liability which happens because you own, possess or use the following:
  - 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)
  - firearms – however, you are insured for shotguns or air guns which you can legally own without possessing a firearms certificate.
5. Liability which happens because you own, possess or use the following:
  - motor vehicles; or
  - mechanically propelled aircraft or watercraft.
6. Liability if you or any member of your household passes on any disease or virus.
7. Liability as a result of any agreement or contract unless you were liable before you made the agreement or contract.
8. Deliberate or malicious acts.

**Section 10**  
**Domestic staff – your liability as their employer**

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 bodily injury, illness or disease of any person who you employ as domestic staff and is under a contract of employment with you.

In the same way as you are insured, we will also insure any member of your family who permanently lives with you and who employs domestic help. We will also pay extra costs, expenses and legal fees necessarily incurred with our written consent.

The loss, damage or injury, illness, or disease must have been caused during the period of insurance 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.

**Section 11**  
**Your liability as a tenant**

We will pay up to the policy limit shown in your latest Schedule if you are legally responsible for damage to your home caused by:

- loss of or damage to the building by any cause listed in Part A, Section 1, 1 to 14
- accidental damage of:
  - a) service pipes, cables, drain inspection covers, septic tanks and cesspits
  - b) all fixed glass and sanitary fittings

**Section 12**  
**Deeds and documents**

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 Part B, Section 1.

**Exclusions:**

- Any special exclusion listed in Part A, Section 1, 1 to 14 of this policy
- The cost of maintenance and normal decoration
- Your liability for any loss or damage which happens as soon as your home becomes unoccupied or not, in our reasonable opinion, sufficiently furnished well enough for anyone to live in.

<p><b>Section 13</b> <b>Special events</b></p> <p><b>Religious festivals</b></p> <p>During the period of three weeks prior to the religious festival, if within the period of insurance shown in your Schedule, your sums insured are 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 four weeks before and the four weeks after the day of the wedding or the civil ceremony of you or any member of your family, if within the period of insurance shown in your Schedule, your sums insured are increased by 10%.</p> <p><b>Births</b></p> <p>During the four weeks before and the four weeks after the birth of your new born child, if within the period of insurance shown in your Schedule, your sums insured are increased by 10%.</p>	<p><b>Exclusions:</b></p>	<p><b>Section 16</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><b>Exclusions:</b></p> <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> </ul> </li> <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> </ul> </li> </ol>
<p><b>Section 14</b> <b>Credit, debit, charge, cheque or cash cards</b></p> <p>We will insure your household up to the policy limit shown in your latest Schedule for all sums which they must pay under the terms of any credit, debit, charge, cheque or cash card which is only used for domestic purposes and which is lost and then used by an unauthorised person in the United Kingdom, the Republic of Ireland or Europe.</p>	<ul style="list-style-type: none"> <li>Liability resulting from a lost card which you did not report to the police and the organisation which gave you the card within 24 hours of discovering you had lost it</li> <li>Liability which happens if you break the terms and conditions of the organisation which gave you the card</li> <li>Liability if anyone related to you uses your card fraudulently</li> <li>Liability more specifically insured under any other policy.</li> </ul>	<p><b>Section 17</b> <b>Home entertainment equipment</b></p> <p>We will pay for damage to television sets, video, audio and computer equipment while in the home.</p>	<ul style="list-style-type: none"> <li>Loss or damage to records, discs, tapes or cassettes</li> <li>Loss or damage if your house is unfurnished or unoccupied</li> <li>Loss or damage excluded elsewhere in Part B, Section 1 of your policy.</li> </ul>
<p><b>Section 15</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 as described in Part B, Section 1, 1 to 14.</p>		<p><b>Section 18</b> <b>Household removal</b></p> <p>We will pay 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>We will not pay for:</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><b>Section 19</b> <b>Student's contents</b></p> <p>We will pay up to the policy limit shown in your latest Schedule for your household contents temporarily removed from your home whilst kept in a locked room within college/university halls of residence, student accommodation or a boarding school.</p>	<p>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 your locked room is unoccupied</li> <li>any exclusion listed in Part B, Section 1, 1 to 14.</li> </ul>

## Section 20 Nursing home

We will pay up to the policy limit shown in your latest Schedule if your contents are lost or damaged as described in Part B, Section 1, 1 to 14 while you are residing in a nursing home.

### Exclusions:

Loss or damage:

- while the contents are being worn, moved or carried
- caused by theft or attempted theft unless there are signs of forcible and violent entry or exit
- any exclusion listed in Part B, Section 1, 1 to 14.

## Contents - making a claim

It is important that you read the general conditions and exclusions which apply to Parts A to D of your policy.

We will not pay the combined amount of contents excesses, shown in your latest Schedule, that apply to Part B of your policy.

If your contents are lost or damaged in any of the circumstances explained in Part B, Sections 1 to 20 of your policy, we can choose to:

- pay the cost of repairs
- arrange for repairs
- give you an equivalent replacement
- pay you cash based on the cost of an equivalent replacement.

We will not pay for the 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 carpets.

The sum insured should represent the full replacement value. If the sum insured is less than this, you may not be properly covered and we may reject or reduce any claim you make or your contract may be invalid and we may even treat you as being uninsured. If we choose to reduce the claim we will only pay a proportion of the loss, which is determined by using the following fraction:

$$\text{For example: } \frac{\begin{array}{r} \text{Sum insured} \\ \hline \text{Total replacement cost} \end{array}}{\begin{array}{r} \text{£30,000} \\ \hline \text{£60,000} \end{array}} = 50\% \text{ or } 1/2$$

### The most we will pay under this section:

- For any single item excluding furniture not specified in your latest Schedule, £1,500.
- For loss or damage caused by theft or attempted theft from 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, we will pay up to the policy limit shown in your latest Schedule (unless a different amount is specified in your Schedule).
- For office equipment we will pay up to the policy limit shown in your latest Schedule.

## No claim discount

Our no claim discount is as follows:

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

No claim discount not protected - Your no claim discount increases for each year you remain claim free.

No claim discount years/%	1 claim in 1 period of insurance	2 claims in 1 period of insurance	3 or more claims in 1 period of insurance
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 you have chosen to protect your no claim discount:

NCD protected - Once you reach 5 years no claim discount, provided you have not made a claim in the last 12 months, you will have the option to protect your no claim discount for an additional premium. No claim discount protection can only be added to your policy at the start of the period of cover.

If you make a claim, we will reduce your no claim discount at your renewal date in line with the following scale:

No claim discount years/%	1 claim in 1 period of insurance	2 claims in 1 period of insurance	3 or more claims in 1 period of insurance
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

## Personal possessions cover away from the home

Please read your Schedule to see if your personal possessions are covered whilst away from the home. It is important that you read the general conditions and exclusions which apply to Parts A to D of your policy.

# Personal possessions cover away from the home

## Section 1

**This section provides cover if your personal possessions are accidentally lost, damaged or stolen while they are:**

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

### Exclusions:

1. Any loss or damage which is excluded in Part B of this policy.
2. Any loss or damage more specifically insured in Part B of this policy or any other policy.
3. Loss or damage to the following:
  - 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 tyres or accessories unless the pedal cycle is lost or damaged at the same time
  - Loss or damage to the pedal cycle while being used for racing, pacemaking or trials
  - Theft by deception
  - Loss or damage to 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.
  - Electrical or mechanical breakdown
  - Any pedal cycle with a motor

### Exclusions:

## Section 2

### Credit, debit, charge, cheque or cash cards

We will insure your household up to the policy limit shown in your latest Schedule for all sums which they must pay under the terms of any credit, debit, charge, cheque or cash card which is only used for domestic purposes and which is lost and then used by an unauthorised person in the United Kingdom, the Republic of Ireland or Europe.

- Liability resulting from a lost card which you did not report to the police and the organisation which gave you the card within 24 hours of discovering you had lost it
- Liability which happens if you break the terms and conditions of the organisation which gave you the card
- Liability if anyone related to you uses your card fraudulently
- Liability more specifically insured under any other policy.

## Personal possessions - making a claim

It is important that you read the general conditions and exclusions which apply to Parts A to D of this policy. We will not pay for the combined amount of any excesses for contents shown in your latest Schedule.

If your personal possessions are lost or damaged in any of the circumstances explained in Part C, Sections 1 and 2 of your policy, we can choose to:

- pay the cost of repairs
- arrange for repairs
- give you an equivalent replacement
- pay you cash based on the cost of an equivalent replacement.

We will not pay for the 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.

The sum insured should represent the full replacement value. If the sum insured is less than this, you may not be properly covered and we may reject or reduce any claim you make or your contract may be invalid and we may even treat you as being uninsured. If we choose to reduce the claim, we will only pay a proportion of the loss, which is determined using the following fraction:

$$\frac{\text{Sum insured}}{\text{Total replacement cost}}$$

For example:

$$\frac{\text{£30,000}}{\text{£60,000}} = 50\% \text{ or } 1/2$$

### The most we will pay under this section:

- For any single item, excluding pedal cycles, not specified in your latest Schedule - £1,500.
- For any one pedal cycle, including accessories, we will pay up to the policy limit shown in your latest Schedule unless the pedal cycle is a specified item.
- For money we will pay up to the policy limit shown in your latest Schedule.

## Specified items

Please read your Schedule to see if your specified items are covered.

It is important that you read the general conditions and exclusions which apply to Parts A to D of your policy.

### Section 1

**This part provides cover if your specified items are accidentally lost, stolen or damaged while they are:**

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

### Exclusions:

1. Loss or damage excluded in Part B or C of this policy.
2. Any loss or damage more specifically insured in Part B or C of this policy.

## Specified items - making a claim

It is important that you read the general conditions and exclusions which apply to Parts A to D of your policy.

We will not pay for the combined amount of any excesses for contents shown in your latest Schedule.

If your specified items are lost or damaged in any of the circumstances explained in Part D of your policy, we can choose to:

- pay the cost of repairs
- arrange for repairs
- give you an equivalent replacement
- pay you cash based on the cost of an equivalent replacement.

We will not pay for the 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.

The sum insured should represent the full replacement value. If the sum insured is less than this, you may not be properly covered and we may reject or reduce any claim you make or your contract may be invalid and we may even treat you as being uninsured. If we choose to reduce the claim, we will only pay a proportion of the loss, which is determined by using the following fraction:

$$\frac{\text{Sum insured}}{\text{Total replacement cost}}$$

For example:

$$\frac{\pounds 30,000}{\pounds 60,000}$$

= 50% or 1/2

### The most we will pay under this section:

- the sum insured for that specified item shown in your latest Schedule.

If you claim for an item valued at more than the £1,500 single article limit, you will need to provide proof of the item's value.

## 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 adult members of your household do on purpose.

### 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.

## Other exclusions

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

- wear and tear or loss of value over time
- faulty workmanship, design or materials
- reduced value after it has been repaired or replaced
- a gradual operating cause
- 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
- damage of any item owned or used totally or partly for business purposes or connected with any employment (except property defined as office equipment)
- any loss or damage that happened before the cover started.

# General conditions which apply to Parts A to D

## Making a claim

You must tell us as soon as possible about any event which may result in a claim under this policy. Do not admit responsibility or make an offer or promise to pay a claim against you without our permission in writing.

Tell the police as soon as possible about:

- all incidents of accidental loss, theft, attempted theft or vandalism, loss, 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
- ask you and any other person insured by this policy for all the information, documentation and help we need to deal with and investigate your claim.

## Your duty of care

You must keep your property in a good state of repair. An insurance policy does not cover the cost of maintaining your property. You must do all that you reasonably can to prevent accidents, loss or damage.

## Salvage

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.

## Your duty of disclosure

You have a duty to tell us as soon as possible about any change in the information you give us, including the sums insured and about any other new facts we should take into account when providing you with insurance, such as:

- if the address of your main residence changes
- if you let your home out or you accept a lodger to live with you
- if any work is being done to your home that is not routine maintenance or decoration
- if your home is used for business purposes or is a holiday home
- if any member of your household is prosecuted for, or convicted of, any offence (except motoring offences).

Please note that the above list does not include all the changes that you must tell us about. If you are not sure whether a change is relevant, please tell us anyway. Once you have told us, we may increase the premium, apply terms, restrict cover or even decline to continue cover.

If you do not tell us, your contract may be invalid and we may reject or reduce any claim you make, or even treat you as being uninsured.

We can change the terms of your policy at any time if we find out about something that you should have told us about which may affect the cover provided by your policy.

## 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.

**Fraud**

We will not pay any claim made under this policy if you or anyone acting for you knows it is dishonest or exaggerated in any way. If this happens, we will also cancel all cover immediately and are entitled to tell the police of any such dishonest claim.

**Other insurances**

If you 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.

**Cancelling your policy**

- a) If you are dissatisfied with the cover provided by your policy, you have 14 days to cancel from the date you receive your documents if you are a new customer, or from your renewal date if you are an existing customer. As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid. If any incidents have arisen, we will refund the premium you have paid less a pro-rata charge for the time you have been on cover. If you do not exercise your right to cancel during the 14 day period, your policy will continue as normal.
- b) If you decide to cancel after the initial 14 day period, you must contact us before the cancellation date either in writing or by telephone. Should you wish to cancel your policy on that same day, you must contact us by telephone.
- c) We have the right to cancel your policy at any time by giving you seven days notice in writing. We will send our letter to the latest address we have for you.
- d) If you are paying by instalments and you miss a payment, we may cancel your policy. We will give you seven days notice in writing before we do this as set out in paragraph (c) above. You will still have to pay any outstanding premium and any administration fees due to us and we may take any outstanding premium and any administration fees due to us from any claim payment we make to you.

If you decide to cancel your policy after the initial 14 day period, we will refund the part of your premium which you have not yet used less an administration fee to take account of our costs in providing your policy. The fees are detailed in your Schedule. If the amount of premium you have paid and not yet used is less than the administration fee, you must pay us the difference. If a claim has been made, we will cancel your cover but will not refund any of your premium and if you are paying by instalments, you must still pay us the balance of your full annual premium.

If you or we cancel your home insurance policy at any time, we will automatically cancel any family legal protection, home emergency and pest cover you purchased with it.

If you or we cancel the policy after the initial 14 day period, no refund will be made in respect of the family legal protection, home emergency or pest cover you purchased with it and you will still need to pay the full annual premium for these services if you have not already done so.

If you or we cancel the family legal protection, home emergency or pest cover you purchased with your policy after the 14 day initial period, but your home insurance policy continues, there will be no refund for these additional services and you will still need to pay the full annual premium for those you purchased if you have not already done so.

**Changes to your policy**

If you change your policy details or cover at any time during the cover period, we may charge an administration fee. The fees are detailed in your Schedule.

# Family legal protection

The Sheilas' Wheels Family Legal Protection 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 Schedule. We agree to provide the insurance in Part E of the policy, subject to the terms, conditions and exclusions as long as:

- the date of occurrence of the insured incident happens during the period of cover and within the territorial limit; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- for civil claims it is always more likely that an insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.

For all insured incidents we will pay costs and expenses to make or defend against an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay any cost and expenses for appeals, we must agree that it is more likely that the appeal will be successful.

If a 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(s) arising at the same time or from the same originating cause is the sum insured shown in your latest Schedule.

**Meaning of words and terms used in this part of your policy:****We, us, our**

DAS Legal Expenses Insurance Company Limited.

**Insured person**

You, and members of your family who always live with you. Anyone claiming under Part E of this policy must have your agreement to claim.

**Representative**

The lawyer or other suitably qualified person who has been appointed to act for an insured person in accordance with the terms of Part E of the policy.

**Date of occurrence**

- a) For civil cases (except under insured incident 5 Tax Protection), the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at the same time or from the same originating cause, the date of occurrence is the date of the first of these events.
- b) For criminal cases, the date of occurrence is when the insured person began or is alleged to have begun to break the criminal law in question.
- c) For full enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing of their intention to make enquiries.

**Full enquiry**

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

## Costs and expenses

- a) Legal costs – All reasonable and necessary costs chargeable by the representative on a standard basis or in accordance with the Predictable Costs scheme, if this is appropriate. Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.
- b) Accountant's costs – A reasonable amount in respect of all costs reasonably incurred by the representative.

## Territorial limit

1. For insured incidents 2. Contract disputes and 3. Bodily injury: the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Serbia, Switzerland and Turkey (West of the Bosphorus).  
For all other insured incidents: The United Kingdom.

## Canceling your family legal protection

If you are dissatisfied with the cover provided by your family legal protection cover, you have 14 days to cancel from the date you receive your documents if you are a new customer, or from your renewal date if you are an existing customer. As long as no incidents have arisen which could result in a claim under this part of your policy, we will refund the premium you have paid. If any incidents have arisen, we will refund the premium you have paid, less a pro-rata charge for the time you have been on cover. If you do not exercise your right to cancel during the 14 day period, your family legal protection cover will continue as normal.

If you decide to cancel your family legal protection cover after the initial 14 day period, you must contact us before the cancellation date either in writing or by telephone. Should you wish to cancel your family legal protection cover on that same day, you must contact us by telephone.

We will not refund any of your family legal protection premium and you must pay for all costs incurred under this part of your policy after cancellation.

We have the right to cancel your family legal protection cover at any time by giving you seven days notice in writing. We will send our letter to the latest address we have for you.

## Insured incidents we will cover

### 1. Employment disputes

We will negotiate for the insured person's legal rights in a dispute arising from their contract of employment or future employment.

### 2. Contract disputes

We will negotiate for the following:

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

PROVIDED THAT

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

### 3. Bodily injury

We will negotiate for the following:

1. An insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, an insured person.
2. An insured person's legal rights where it is alleged that accidental death or bodily injury to an insured person has resulted from a single negligent act of surgery, clinical or medical procedure.

## Exclusions:

Any claim relating to the following:

- disciplinary hearing or internal grievance procedures
- any claim relating solely to personal injury.

Any claim relating to the following:

- a contract regarding the insured person's trade, profession, employment or any business venture
- construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- the settlement payable under an insurance policy (we will negotiate if the insured person's insurer refuses the insured person's claim, but not for a dispute over the amount of the claim)
- a dispute arising from any loan, mortgage, pension, investment or borrowing.

Any claim relating to the following:

- an illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
- any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person; or
- any claim relating to clinical negligence.

Defending a claim made against an insured person, but defending a counter-claim is covered.

Any claim relating to the following:

- the alleged failure to correctly diagnose the insured person's condition, or
- psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury.

#### Insured incidents we will cover

##### 4. Property protection

We will:

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

##### 5. Tax protection

In the event of a full enquiry into an insured person's personal tax affairs, we will negotiate for an insured person and represent them in any appeal proceeding.

##### 6. Jury service

- a) We will pay the insured person's salary or wages for the time that the insured person is off work while attending jury service for each half or whole day of such attendance as far as they are not recoverable from the court or the insured person's employer.  
The amount we will pay is based on the following:

#### Exclusions:

- a) Any claim relating to the following:
    - a contract entered into by an insured person
    - any building or land other than your principal home or holiday home
    - someone legally taking your principal home or holiday home from you, whether you are offered money or not, or restrictions or controls placed on your principal home or holiday home by any government or public or local authority unless the claim is for accidental physical damage
    - work done by any government or public or local authority unless the claim is for accidental physical damage
    - a motor vehicle owned or used by, or hired or leased to an insured person
    - mining subsidence.
  - b) Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
  - c) The first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.
- the tax affairs of a company, or any claim if the insured person is self-employed, a sole-trader, or in a business partnership
  - an investigation or enquiries by HM Revenue & Customs, Special Compliance Investigations or the HM Revenue & Customs Prosecution Office.

#### Insured incidents we will cover

##### 7. Legal defence

- i) The time the insured person is off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is eight hours.
  - ii) If the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages.
  - iii) If the insured person works part-time, the salary or wages will be a proportion of the insured person's salary or wages.
- b) We will pay the fees of registered childminders while the insured person is attending jury service, up to a maximum of eight hours a day.
- a) We will defend the insured person's legal rights if an event arising from the insured person's work as an employee leads to:
    - the insured person being prosecuted in a court of criminal jurisdiction; or
    - civil action being taken against the insured person under legislation for unlawful discrimination; or
    - civil action being taken against the insured person under section 13 of the Data Protection Act 1998.
  - b) 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.
  - c) We will defend the insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

#### Exclusions:

- Parking or obstruction offences
- The driving of a motor vehicle by the insured person for which the insured person does not have valid motor insurance.

### General exclusions:

- A claim where the insured person has failed to notify us of the insured incident within reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
- An incident or matter arising before the start of Part E of this policy.
- Costs and expenses incurred before our written acceptance of a claim.
- Fines, penalties, compensation or damages which the insured person is ordered to pay by a court or other authority.
- A claim intentionally brought about by an insured person.
- Any claim which is fraudulent, exaggerated, dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against the insured person.
- A claim relating to written or verbal remarks which damage an insured person's reputation.
- A dispute with us or esure Insurance Limited or esure Services Limited not otherwise dealt with under condition 7.
- Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.
- A legal action that an insured person takes which we or the representative have not agreed to, or where an insured person does anything that hinders us or the representative.
- Any claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, we do cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.

### Conditions which apply to Part E Family legal protection

1. An insured person must:
  - keep to the terms and conditions of Part E of this policy
  - take reasonable steps to keep any amount we have to pay as low as possible
  - try to prevent anything happening that may cause a claim
  - send us, in writing, everything we ask for
  - give us full and truthful details by phone or in writing of any claims as soon as possible and give us any information we need.
2.
  - We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time.
  - We can negotiate any claim on behalf of an insured person.
  - The insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
    - a) we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
    - b) there is a conflict of interest.In all circumstances except those in b) above, we are free to choose a representative. Any representative will be appointed by us to represent an insured person according to our standard terms of appointment which may include a "no win, no fee" arrangement. The representative must co-operate fully with us at all times.
  - We will have direct contact with the representative.
  - An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
  - An insured person must give the representative any instructions that we ask for.
3.
  - An insured person must tell us if anyone offers to settle a claim.
  - If any insured person does not accept a reasonable offer to settle a claim, we may refuse to pay any further costs and expenses.
  - We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4.
  - An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.
  - An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.
5. If the representative refuses to continue acting for an insured person with good reason or if an insured person dismisses the representative, without good reason, the cover we provide will end at once, unless we agree to appoint another representative.
6. If an insured person settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses we have paid.
7. If there is a disagreement about the way we handle a claim that is not resolved through our internal complaints procedure, the insured person can contact the Financial Ombudsman Service for help.

8. If you wish to challenge our initial opinion we may, at our discretion, require the insured person to obtain at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence we will pay the cost of obtaining the opinion.
9. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if Part E of this policy did not exist.
10. Part E of this policy is 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.

### **Counselling service**

This service provides confidential counselling over the phone, including where appropriate, onward referral to relevant voluntary and/or professional services (at the insured person's expense).

Counsellors will deal with an insured person presenting issues over the phone on an immediate basis. The service will provide assistance on all matters which affect the insured person's capability to lead a balanced, stable and productive life, covering such issues as relationship difficulties, debt counselling, 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.

### **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 hospital waiting lists. Confidential advice on patient rights, social security and social services matters can also be given.

To contact the health and medical information service please call 0845 604 4229.  
Lines are open 24 hours a day, 7 days a week.

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.

Calls to the counselling service or health and medical information service are not recorded.

# Home emergency

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, subject to the terms, conditions and exclusions.

## Meaning of words and terms

### We, us, our

DAS Legal Expenses Insurance Company Limited.

### Insured person

You and members of your family who always live with you. Anyone claiming under Part F of this policy must have your agreement to claim.

### Home emergency

A sudden unforeseen event which requires immediate corrective action to:

- prevent damage or further damage to your home; or
- to make your home safe or secure; or
- alleviate unreasonable discomfort, risk or difficulty to any insured person.

### Period of cover

The period for which we have agreed to cover you.

### Main heating system

The main hot water or central heating system in your home. This does not include any non-domestic heating or hot water systems or any form of solar heating.

### Cancelling your home emergency cover

If you are dissatisfied with the cover provided by your home emergency cover, you have 14 days to cancel from the date you receive your documents if you are a new customer or from your renewal date if you are an existing customer. As long as no incidents have arisen which could result in a claim under this part of your policy, we will refund the premium you have paid. If any incidents have arisen, we will refund the premium you have paid, less a pro-rata charge for the time you have been on cover.

If you do not exercise your right to cancel during the 14 day period, your home emergency cover will continue as normal.

If you decide to cancel your home emergency cover after the initial 14 day period, you must contact us before the cancellation date either in writing or by telephone. Should you wish to cancel your home emergency cover on that same day, you must contact us by telephone. We will not refund any of your home emergency premium and you must pay for all costs incurred under this part of your policy after cancellation.

We have the right to cancel your home emergency cover at any time by giving you seven days notice in writing. We will send our letter to the latest address we have for you.

## Insured incidents we will cover

We will pay, subject to an overall limit of £500, including VAT, per claim for:

- the call-out charge and up to 2 hours labour costs; and
- parts and materials up to a maximum of £100, including VAT;

in providing assistance if a home emergency has occurred during the period of cover providing that the claim is reported to us no later than 48 hours after the insured person first became aware of the home emergency.

The home emergency must be due to one or more of the following:

### Roof damage

Any damage to the roof of your home where internal damage has been caused or is likely.

### 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.

### Domestic power supply

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

### Toilet unit

Impact damage to, or mechanical failure of, the toilet bowl or cistern in your home which results in complete loss of function.

### 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:

- 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 60 consecutive days or more
- Any claim arising from an insured person's failure to comply with our instructions in respect of the assistance being provided
- Any costs incurred before an insured person has notified us of a home emergency
- Claims arising from any wilful or negligent act or omission by an insured person
- 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
- 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
- Any properties that you own that are not your main residence or that you rent or let
- 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

#### Exclusions (cont):

- 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.

#### Conditions which apply to Part F Home emergency

- An insured person must keep to the terms and conditions of this part of the policy.
- 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.
- 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.
- 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.
- 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.
- 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.

## Pest

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, subject to the terms, conditions and exclusions.

### Meaning of words and terms

#### Insurer

Brit Insurance Limited.

#### We, us, our

Capita Assistance, a trading division of Capita Commercial Services Limited, acting on behalf of the insurer to manage this insurance.

#### You, your

The policyholder named in your Schedule.

#### Pest(s):

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

#### Contractor

A qualified person approved and instructed by us to carry out work for you.

#### 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.

#### Contractor's charges

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

#### Helpline

The helpline operated by us.

#### Period of insurance

The period for which we have agreed to cover you.

#### First period of insurance

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

#### 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 pests in the event of an emergency.

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

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

#### Exclusions:

The insurer 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 60 consecutive days or more
- 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 where we have not been notified promptly of the emergency prior to expenses being incurred and the insurer has 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.

## 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.

The insurer may take proceedings at its 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 or the insurer waive(s) 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. Cancellation

If you are dissatisfied with the cover provided by your pest cover, you have 14 days to cancel from the date you receive your documents if you are a new customer, or from your renewal date if you are an existing customer. As long as no incidents have arisen which could result in a claim under this part of your policy, we will refund the premium you have paid. If any incidents have arisen, we will refund the premium you have paid less a pro-rata charge for the time you have been on cover. If you do not exercise your right to cancel during the 14 day period, your pest cover will continue as normal.

If you decide to cancel your pest cover after the initial 14 day period, you must contact us before the cancellation date either in writing or by telephone. Should you wish to cancel your pest cover on that same day, you must contact us by telephone. We will not refund any of your pest premium and you must pay for all costs incurred under this part of your policy after cancellation.

We have the right to cancel your pest cover at any time by giving you seven days notice in writing. We will send our letter to the latest address we have for you.

### 6. The law that applies

You and the insurer can choose the law that applies to this policy. Unless you and the insurer agree otherwise, English law will apply to this policy.

## 7. 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.

Brit Insurance Limited and Capita Commercial Services Limited are authorised and regulated by the Financial Services Authority.

# Complaints procedure

We are committed to providing you with a first class service, but we recognise that there may be an occasion when you feel we may not have done this and you wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage. This section sets out our procedure.

In the first instance, please call:

0845 604 4215, if it is about a claim;

0845 604 4206, if it is about any other matter.

We will try to resolve your complaint on receipt, but if this is not possible then we will send you a written acknowledgement no later than four working days after we receive your complaint. This will tell you the name of the person handling your complaint and enclose our complaints procedure leaflet.

We will write to you to confirm our resolution of your complaint. If we have not resolved it within four weeks, we will write to you again to explain why and tell you when we expect to give you our decision.

In the unlikely event that the problem has not been solved to your satisfaction, you may contact our Customer Relations Manager who will review your complaint and send you our final decision in writing. Our Customer Relations Manager acts with the full authority of our Chief Executive.

The address of our Customer Relations Manager is:

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

If we haven't resolved your complaint within 8 weeks, or if your complaint is still not resolved to your satisfaction, you have the right to refer your complaint to the Financial Ombudsman Service.

The contact details for the Financial Ombudsman Service are:

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

The Financial Ombudsman Service will handle most complaints that you might have, but there are some instances that fall outside its authority.

The Ombudsman's decision is binding upon us, but you are free to reject it without affecting your legal rights.

# 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 whose data has been supplied to us in connection with your policy, including anyone who may pay your premiums on your behalf.**

## Credit reference agencies

To enable us to assess your application and offer you credit we may obtain information about you (or the person paying the premium on your behalf) from credit reference agencies to verify your (or their) credit status and identity.

## 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'll 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 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. We and other carefully selected third parties 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 us not to contact you, and have not previously told us, 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.

### Additional services

If you buy family legal protection and/or home emergency cover and/or pest cover, we will collect your premium for this cover. We collect the premium as agents of esure Services Limited who acts on behalf of DAS Legal Expenses Insurance Company Limited's agent for collecting the family legal protection and home emergency premiums and Capita's agent for collecting the pest cover premium.

### 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.

If you pay your premium by direct debit:

- Your policy will automatically be renewed on these terms.
- 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 we are unable to offer you a policy we will let you know and you may be provided with details of the terms (including any changes to existing terms) on which your cover will continue via another insurer. By taking out this policy you agree that your data may be used to allow an alternative insurer to provide you with these terms before your existing policy expires.

If you pay your premium by direct debit and your insurer changes at renewal:

- Your policy will automatically be renewed by the alternative insurer.
- In the event that you do not wish to renew your policy with the alternative insurer, you should tell them before the renewal date.
- If you do not tell them and your policy is renewed, deductions will continue to be taken from your bank account for the new premium.

### Regulatory status

esure Insurance Limited is authorised and regulated by the Financial Services Authority. We are entered in the FSA's register, number 203350. Our name, address and regulatory status can be checked by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling the FSA on 0845 606 1234.

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. Tel: 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk)