

# Sheilas' Wheels

## Home Insurance Policy Booklet



*Sheilas' Wheels*

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# Welcome to Sheilas' Wheels home insurance

Thank you for choosing home insurance from Sheilas' Wheels.

Your home insurance policy consists of:

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

Your policy schedule gives you the details of the cover you have bought and the information you have provided us. This information forms the basis on which we have accepted your insurance policy.

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.

## 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 fixed gazebo, arbours and greenhouses, which are all designed and only used for domestic purposes. Your buildings also include swimming pools, fixed hot tubs, stair lifts, domestic fuel tanks, underground service pipes and cables, sewers and drains, hard tennis courts, terraces, patios, driveways, footpaths, domestic wind turbines, walls, gates, hedges and fences all within the same site at the insured address shown on 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.
- Escape of Water Excess  
This is the amount, under the terms of Parts A, Section 1 and Part B, Section 1 of your policy, you have to pay towards the cost of each claim that results from water leaking from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems. Water freezing in tanks, equipment or pipes. The amount is shown in your policy 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.'

## Gradual Operating Clause

Deterioration that happens over a period of time.

## 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 the fixtures and fittings, sheds, summer houses, garages and fixed gazebo, arbours and greenhouse, swimming pools, fixed hot tubs, stair lifts, domestic fuel tanks, underground service pipes and cables, sewers and drains, hard tennis courts, terraces, patios, driveways, footpaths, domestic wind turbines, 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
- laptops, mobile phones or computer equipment designed to be portable.

### 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

Luggage, clothing, jewellery and sports, musical, camping and photographic equipment and 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 any pedal cycle worth more than £500 as 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 force 10 on the Beaufort Scale reaching speeds of 55-63mph and/or 25mm or more of rainfall in any 24 hour period, according to our weather data.

### 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. The maximum sum insured 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 30 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 30 consecutive days.

### Value

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

### We, us, our, the company

esure Insurance Limited.

### You

The person or people shown in your Schedule under 'policyholder' and your cohabitee living permanently with you.

### Your household

You, members of your family living permanently with you (including your adopted or foster children) 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.

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

	<b>Exclusions:</b>
<b>1.</b> Fire.	Loss or damage caused by tobacco burns, scorching, singeing, melting, warping, or other forms of heat distortion unless accompanied by flames.
<b>2.</b> Theft or attempted theft.	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> <li>where no violence and force is used to enter or leave the buildings.</li> </ul>
<b>3.</b> Storm or flood.	Loss or damage: <ul style="list-style-type: none"> <li>to fixed gazebos and arbours, gates, hedges or fences</li> <li>caused by frost</li> <li>to alterations or extensions until completed</li> <li>caused by subsidence, heave or landslip</li> <li>caused by rising ground water levels</li> <li>caused to or resulting from the failure of a flat felt roof due to wear and tear or lack of maintenance.</li> </ul>
<b>4.</b> Lightning, thunderbolt or earthquake.	
<b>5.</b> Explosion.	
<b>6.</b> Subsidence or heave of the site on which your buildings stand or landslip.	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, fixed 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>
<b>7.</b> Water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems. Water freezing in tanks, equipment or pipes.	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</li> <li>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 October to March inclusive, unless, throughout your absence, the water supply is shut off at the mains (if safe to do so) and you keep your home heated to a minimum of 15 degrees</li> <li>caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of the taps being left on</li> <li>loss or damage caused by failure or lack of appropriate sealant and/or grout</li> <li>a gradual operating cause.</li> </ul>
<b>8.</b> 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> <li>of domestic heating oil.</li> </ul>
<b>9.</b> 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>
<b>10.</b> 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>
<b>11.</b> Aircraft and other airborne devices or articles dropped from them.	
<b>12.</b> Falling trees or branches.	<ul style="list-style-type: none"> <li>removal of trees or branches where the buildings are not damaged.</li> </ul>
<b>13.</b> 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>
<b>14.</b> 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
  - any loss of use or damage to fitted hot tubs caused by the use of chemicals.

**16.** Frost.

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

# Insurance for buildings

**Exclusions:**

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

**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.

**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.

We will not pay for:

- the cost of clearing a blocked drain unless the blockage is caused by damage to the fabric of the drains insured by this section
- damage to the drains caused by any defect in the design, construction or installation of the drains
- damage caused by demolition, alteration, renovation or repair to your home.

**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.

<p><b>Section 6</b> <b>Professional fees, clearance costs and local authority requirements</b></p> <p><b>Professional Fees</b></p> <p>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.</p> <p><b>Clearance costs</b></p> <p>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.</p> <p>You must get our permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.</p> <p><b>Costs you must pay by law</b></p> <p>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.</p>	<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>any fees you incur when you prepare a claim</li> <li>costs of meeting government or local authority regulations if they told you about these regulations before the loss or damage happened</li> <li>costs for any part of your buildings which are not damaged.</li> </ul>	<p><b>Section 8</b> <b>Your liability as the owner of your previous homes</b></p> <p>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.</p> <p>You will be insured for accidents happening in and around that home which result in:</p> <ul style="list-style-type: none"> <li>bodily injury to, or illness of, any person; or</li> <li>loss of, or damage to, property.</li> </ul> <p>The 'Defective Premises Act' insurance will continue for seven years from the date this policy expires or is cancelled.</p> <p>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.</p> <p>We will also pay costs, expenses and legal fees necessarily incurred with our written consent.</p>	<p><b>Exclusions:</b></p> <ol style="list-style-type: none"> <li>Loss or damage to property which belongs to or is in the care of: <ul style="list-style-type: none"> <li>your household</li> <li>any other person living permanently with you; or</li> <li>any person who is employed by you or any member of your household.</li> </ul> </li> <li>Liability that is covered under a more recent policy.</li> </ol>
<p><b>Section 7</b> <b>Your liability as the owner of your home</b></p> <p>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.</p> <p>These accidents must result in:</p> <ul style="list-style-type: none"> <li>accidental death, bodily injury to, or illness of, any person; or</li> <li>loss of, or damage to, property.</li> </ul> <p><b>If you are both the owner and the occupier of your home:</b></p> <p>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.</p> <p>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.</p>	<ol style="list-style-type: none"> <li>Loss or damage to property which belongs to or is in the care of: <ul style="list-style-type: none"> <li>your household</li> <li>any other person who permanently lives with you; or</li> <li>any person who is employed by you or any member of your household.</li> </ul> </li> <li>Liability which happens because you own any land or building which is not one of the following: <ul style="list-style-type: none"> <li>your home</li> <li>any private house which you or a member of your family living permanently with you is temporarily living in</li> <li>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.</li> </ul> </li> <li>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.</li> <li>Liability as a result of any agreement or contract unless you were liable before you made the agreement or contract.</li> </ol>	<p><b>Section 9</b> <b>Emergency entry</b></p> <p>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.</p> <p><b>Section 10</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 stolen.</p>	

## 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
- any loss of value resulting from replacement or repair of damage to your buildings.

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:**

**1.** Fire.

**2.** Theft or attempted theft.

**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.

## Exclusions:

Loss or damage caused by tobacco burns, scorching, singeing, melting, warping, or other forms of heat distortion unless accompanied by flames.

Loss or damage:

- if your house is unfurnished or unoccupied
- caused by you, your household, paying guests or tenants
- whilst any part of your home is let or sublet
- to pedal cycle wheels / tyres or accessories unless the pedal cycle is lost or damaged at the same time
- to pedal cycles more specifically insured by any other policy
- to any pedal cycle with a motor
- caused while you and your family are away from your house unless force or violence is used to get in or out of your home

or as a result of:

- theft by deception other than deception used solely to enter your home
- theft of money unless someone has broken into or out of the home by using force or violence
- theft if you live in a self contained flat and the theft is from any communal part of the building that other people have access to.

Loss or damage:

- caused by the failure of a flat felt roof due to wear and tear or lack of maintenance
- caused by rising ground water levels.

	<b>Exclusions:</b>
<b>7.</b> Water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems.	Loss or damage: <ul style="list-style-type: none"> <li>• 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 October to March inclusive, unless, throughout your absence, the water supply is shut off at the mains (if safe to do so) and you keep your home heated to a minimum of 15 degrees</li> <li>• caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on</li> <li>• caused by failure of lack of appropriate sealant and/or grout</li> <li>• a gradual operating cause.</li> </ul>
<b>8.</b> Oil escaping from any fixed heating installation, pipes or equipment.	Loss or damage: <ul style="list-style-type: none"> <li>• if your house is unfurnished or unoccupied</li> <li>• the cost of replacing oil lost as a result of damage caused.</li> </ul>
<b>9.</b> 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>
<b>10.</b> Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts.	
<b>11.</b> Aircraft and other airborne devices or articles dropped from them.	
<b>12.</b> Falling trees or branches.	<ul style="list-style-type: none"> <li>• removal of trees or branches where the contents are not damaged.</li> </ul>
<b>13.</b> 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>
<b>14.</b> Smoke.	Loss or damage: <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.

<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 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 B, 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>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 within the British Isles to a:</p> <ul style="list-style-type: none"> <li>• bank deposit box</li> <li>• a private home that is lived in, or</li> <li>• any building where you or any members of your family work or live.</li> </ul>	<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 private dwelling</li> <li>• by theft or attempted theft, unless someone has broken into or out of the private dwelling 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 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 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 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>			
<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>			

**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
  - aircraft other than pedestrian controlled toys or models
  - boats, boards and craft designed to be used on or in water, other than: (i) those only propelled by oars or paddles (ii) pedestrian controlled toys or models.
6. Liability if you or any member of your household passes on any contagious 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.
9. Any liability covered by any other policy.

**Exclusions:**

**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:
  - (i) service pipes, cables, drain inspection covers, septic tanks and cesspits
  - (ii) 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.

- 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> <li>strikes by the company (or its employees) supplying your power.</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>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 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>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 for more than 15 consecutive days</li> <li>any exclusion listed in Part B, Section 1, 1 to 14.</li> </ul>

## Section 19 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 19 of your policy, we can choose to:

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

If you do not agree with these settlement options we will pay you cash based on the equivalent replacement cost to us.

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 contents sum insured must represent the full replacement value of all the goods covered under Part B. If the sum insured is less than the full replacement value, you may not be properly covered and we may (1) reject or reduce any claim you make or (2) we may treat you as being underinsured or (3) regard your policy as invalid.

If the contents sum insured is not sufficient to cover the full replacement value we will choose to settle your claim as follows:

- where the sum insured is 85% or more of the full replacement value, we will settle the claim in full, subject to the standard terms and conditions
- Where the sum insured represents less than 85% of the full replacement value, we will deal with the claim on a strict indemnity basis. This means we will reduce the claim and only pay a proportion of the loss which is determined by the following calculation:

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

For example: where the sum insured is £70,000 and the full replacement value is £100,000 we will only pay 70% of the amount claimed

- where the sum insured represents less than 60% of the value at risk we will obtain a full statement to establish how this has arisen. We may choose to reject the claim and regard your policy as invalid.

### 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:

- Any loss or damage which is excluded in Part B of this policy.
- Any loss or damage more specifically insured in Part B of this policy or any other policy.
- Theft from any building or dwelling, which is used for holiday accommodation unless there has been forcible and violent entry or exit.
- 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 wheels / 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 the maximum amount we pay will be shown in your Schedule
  - electrical or mechanical breakdown
  - any pedal cycle with a motor
  - loss of money where evidence of the amount claimed cannot be provided.

## 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.

### Exclusions:

- 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.

If you do not agree with these settlement options we will pay you cash based on the equivalent replacement cost to us.

### 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
- the most we will pay on this section is the limit shown on your 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.

### Exclusions:

#### 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.

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.

If you do not agree with these settlement options we will pay you cash based on the equivalent replacement cost to us.

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 specified item(s) sum insured must represent the full replacement value of each listed item. If the sum insured is less than the full replacement value, you may not be properly covered and we may (1) reject or reduce any claim you make or (2) treat you as being underinsured or (3) regard your policy as invalid.

If the specified item sum insured is not sufficient to cover the full replacement value we will choose to settle your claim as follows:

- where the sum insured is 85% or more of the full replacement value, we will settle the claim in full subject to the standard terms and conditions
- where the sum insured represents less than 85% of the full replacement value, we will deal with the claim on a strict indemnity basis. This means we will reduce the claim and only pay a proportion of the loss which is determined by the following calculation:

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

For example: where the sum insured is £70,000 and the full replacement value is £100,000 we will only pay 70% of the amount claimed.

- where the sum insured represents less than 60% of the value at risk we will obtain a full statement to establish how this has arisen. We may choose to reject the claim and treat you as being uninsured.

### 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
- the costs of replacing or repairing electrical or mechanical equipment that has broken down or been misused
- faulty workmanship, design or materials
- reduced value after it has been repaired or replaced
- a gradual operating cause
- the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any data 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
- loss or damage to any goods in transit, via postal, parcel delivery, courier or similar delivery service
- any loss or damage caused or allowed to be caused, deliberately or wilfully by you or any of your family, paying guest or tenant
- theft of personal effects from a vehicle, unless they are kept in a locked boot, locked glove compartment or concealed luggage compartment of a locked motor vehicle
- the cost of complying with building regulations, local authority or other statutory requirements, if a notice of the need to comply with any of them was served on you before the damage happened or if the notice relates to undamaged parts of your buildings.

## 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, alternative estimates 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 further loss or damage as a result of an insured event. If we suspect you are not exercising a duty of care, we can refuse your claim or we may cancel your policy by giving you seven days notice in writing.

### Salvage/disposal of property

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. You must not dispose of any damaged property without our consent.

### 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. You must, at your expense, provide us with any information and evidence we ask for, including written estimates and proof of ownership or value.

### 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, less any administration fee we may charge. The fees are detailed in your Schedule. If any incidents have arisen during the period of cover and a claim has been made by you, or against you, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium. 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 or we 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.

### Charges for failed direct debit payments

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

### Changes to your 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

PROVIDED THAT:

1. Reasonable prospects exist for the duration of the claim.
2. The date of occurrence of the insured incident is during the period of cover.
3. Any legal proceedings will be dealt with by a court, or other body we agree to, within the countries covered.
4. The insured incident happens within the countries covered.

### What we will pay

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

- a) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the sum insured shown in your Schedule
- b) the most we will pay in costs and expenses is the amount we would have paid to a preferred law firm
- c) for an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist
- d) for an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, we must agree that reasonable prospects exist
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

### What we will not pay

- a) in the event of a claim, if you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and will not be paid by us
- b) the first £250 of any claim for employment or for legal nuisance or trespass. You must pay this as soon as we accept the claim.

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

#### Appointed representative

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

#### Costs and expenses

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

#### Countries covered

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

## DAS Standard Terms of Appointment

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

### Date of occurrence

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

### Preferred law firm

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

### Reasonable prospects

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

### We, us, our

DAS Legal Expenses Insurance Company Limited.

### You, your

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

### Cancelling 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 policyholder. 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 on the 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 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

A dispute relating to your contract of employment.

### 2. Contract disputes

A dispute arising from an agreement or an alleged agreement you have entered into in a personal capacity for:

- buying or hiring in goods or services
- selling goods.

PROVIDED THAT:

1. You have entered into the agreement or alleged agreement during the period of insurance.
2. The amount in dispute is more than £100.

### 3. Personal Injury

A specific or sudden accident that causes your death or bodily injury to you.

## Exclusions:

Any claim relating to the following:

- employers' disciplinary hearings or internal grievance procedures
- any claim relating solely to personal injury
- a compromise agreement while you are still employed
- the first £250 of any employment disputes.

Any claim relating to the following:

- 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 your insurer refuses your claim, but not for a dispute about the amount of the claim)
- a dispute arising from any loan, mortgage, pension, investment or borrowing
- a dispute over the terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters
- a motor vehicle owned by or hired or leased to you.

Any claim relating to the following:

- illness or bodily injury that happens gradually
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
- defending your legal rights, but we will cover defending a counter-claim
- clinical negligence.

#### Insured incidents we will cover

##### 4. Property protection

A civil dispute relating to your principle home that you own, or are responsible for following:

- a) an event that causes physical damage to such property, provided that the amount in dispute is more than £100
- b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it)
- c) a trespass.

PROVIDED THAT:

the legal ownership or right to the land that is the subject of the dispute must have been established.

#### Exclusions:

- a) any claim relating to the following:
  - a contract you have entered into
  - any building or land except your main home
  - someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority
  - work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
  - mining subsidence
  - adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession)
- b) defending a claim relating to an event that causes physical damage to property, but we will cover defending a counter-claim.
- c) the first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.

##### 5. Tax protection

A comprehensive examination by HM Revenue & Customs that considers all areas of your self-assessment tax return, but not enquiries limited to one or more specific area.

Any claim relating to the following:

- if you are self-employed, or a sole trader, or in a business partnership
- an investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

##### 6. Jury service

1. Your absence from work:

- a) to attend any court or tribunal at the request of the appointed representative
- b) to perform jury service

The maximum we will pay is your net salary or wages for the time you are absent from work less any amount the court gives you.

2. We will pay the fees of a registered childminder while you are attending jury service, up to a maximum of eight hours per day.

Any claim if you are unable to prove your loss.

#### Insured incidents we will cover

##### 7. Legal defence

Costs and expenses to defend your legal rights:

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

#### Exclusions:

Any claim relating to the following:

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

## General exclusions:

### 1. Late reported claims

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

### 2. Costs not agreed by us

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

### 3. Court awards and fines

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

### 4. Legal action not agreed by us

Any legal action you take that we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

### 5. Group litigation order

Any claim where you may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.

### 6. Defamation

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

### 7. Disputes with us or esure

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

### 8. Judicial review

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

### 9. Nuclear, war and terrorism risks

A claim caused by, contributed to by, or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## Conditions which apply to Part E Family legal protection

### 1. Your legal representation

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

### 2. Your responsibilities

- a) you must co-operate fully with us and the appointed representative and must keep us up to date with the progress of the claim
- b) you must give the appointed representative any instructions we ask for.

### 3. Offers to settle a claim

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

### 4. Assessing and recovering of costs

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

### 5. Cancelling a representative's appointment

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

### 6. Withdrawing cover

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

### 7. Expert opinion

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

## 8. Arbitration

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

## 9. Observing the policy terms

You must:

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

## 10. Fraudulent claims

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

- a) a claim you have made to obtain benefit under Part E of this policy is fraudulent or intentionally exaggerated, whether material or not; or
- b) a false declaration or statement is made in support of a claim.

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

Apart from us, you are the only person who may enforce all or any part of Part E of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

## 12. Other insurances

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

## 13. Law that applies

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

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

## Counselling service

This service provides confidential counselling over the phone, including where appropriate, onward referral to relevant voluntary and/or professional services (at your expense). The service covers such issues as relationship difficulties, 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.

Calls to the counselling service are not recorded.

## Health & Medical information service

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

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

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

# 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.

### You, your

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

### 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 you.

### 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 includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non-domestic heating or hot water systems or any form of solar heating.

### Plumbing and drainage

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

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

### 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, labour costs and parts and materials 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 you first became aware of the home emergency.

If your home remains uninhabitable overnight following a home emergency, we will pay up to £250 for hotel accommodation on a room-only basis for you. If this section does not cover the service you need, we will try (if you wish) to arrange it at your expense. The terms of such a service are a matter for you and your supplier.

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

### 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.

### Toilet unit

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

### Home security

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

### Lost keys

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

## Exclusions:

- any event or matter arising before the start of this part of your policy
- any normal day-to-day home maintenance which you should carry out or pay for (such as servicing of heating or hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention
- the cost of redecorating, or cosmetic repairs to parts or equipment in your home
- any claim where you have left your home unoccupied for 30 consecutive days or more
- any claim arising from your failure to comply with our instructions in respect of the assistance being provided
- any costs incurred before you have notified us of a home emergency
- claims arising from any wilful or negligent act or omission by you
- any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use
- 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 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
- any costs incurred where our approved contractor has attended but your home was unoccupied
- homes with more than 15 rooms

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#### Exclusions:

- 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

- you 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

#### We, us, our

DAS Legal Expenses Insurance Company Limited.

#### You, your

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

#### Pest(s):

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

#### 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 wasps' and/or hornets nests, rats, mice or grey squirrels in the event of an emergency.

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

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

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

#### Exclusions:

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

- an event which is not an emergency
- any decorative or cosmetic part of any equipment
- your own negligence or deliberate act
- the house being left unoccupied for 30 consecutive days or more
- 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 we have incurred extra expense as a result of your failure
- fraud or where false information has been provided to us
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component
- pollution or contamination of any kind
- the cost of replacing or taking away a bed bug infested mattress.

## Conditions which apply to Part G Pest

### 1. Your duties

You must:

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

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

### 2. Premium

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

### 3. Waiver

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

### 4. Transferring your rights

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

### 5. 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

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

## 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.

# 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 eight 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 premiums.

### Renewal information

Before the renewal date of your policy, we will provide you with details of the terms on which your policy may be renewed and any changes to the policy cover. We will also tell you what you need to do to renew your policy.

If you pay your premium by direct debit, your policy will automatically be renewed on these terms.

If you pay your premium by credit/debit card, we may automatically renew your policy using the payment details you have given us. Your renewal documents will tell you whether we are able to renew your policy on this basis.

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

If you wish to change your method of payment or payment details, please contact us prior to your renewal date to arrange this.

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.

If you pay your premium by credit/debit card, the alternative insurer may automatically renew your policy using the payment details you have given us. Full details of how to renew your policy will be contained within your policy documents.

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, they will continue to make deductions from your bank account for the full premium if you pay by direct debit or if you pay by a single annual credit/debit card payment, they may deduct the full new annual premium from your credit/debit card.

If you wish to change your method of payment or payment details, you will need to contact the alternative insurer prior to your renewal date to arrange this.

### 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)

# 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.

## Claim line

**0845 604 4215**

Monday - Friday 8am-6pm  
Saturday 9am-1pm

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

## Out of hours claim line

**0845 604 4215**

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

## 24-hour legal advice

**0845 604 4225**

For free confidential legal advice on personal legal issues.

To use the 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 Tynetalk 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, home emergency and pest cover is provided by DAS.