

John Lewis
Specialist Home Insurance
Policy

Policy

Introduction

Welcome to your John Lewis Specialist Home Insurance policy and thank you for choosing our insurance which is provided by Covea Insurance plc and by DAS Legal Expenses Insurance Company Limited in relation to the Family Legal Protection cover.

Please keep this policy in a safe place as it contains important information about the insurance protection that we're providing for you. This will prove to be invaluable if you ever need to make a claim under the policy, and also if you wish to review your requirements or make any changes to the cover at any time in the future.

Our promise of satisfaction

We're committed to giving you a first class service at all times. However, should this policy not meet your needs, you do have the right to cancel it within 30 days from the date your policy begins (as stated in the schedule) or from the date you receive this policy document if this happens later. If you cancel in this period you'll receive a full premium refund. However, if you've made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims monies paid or for which we may be required to pay. For more information on cancellation, please refer to Page 11.

If you do wish to cancel this policy you should contact John Lewis Specialist Home Insurance, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. Telephone: **0800 916 6880 or 0330 134 8150**

Your agreement with us

We will insure you in accordance with the policy terms and conditions in respect of the sections of cover as shown in the schedule as applying to you against loss, damage or legal liability occurring thereunder during any period of insurance for which you have paid or agreed to pay a premium.

Prior to us accepting this policy of insurance, you provided us with answers to a number of questions. Your answers are recorded in a Statement of Fact which we will issue to you at the commencement of this policy and again at each renewal. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of your knowledge. You should therefore carefully check this Statement of Fact to ensure that we have recorded your details accurately and completely.

If we find out during the period of insurance that any answers to the questions we have asked you, as recorded in the Statement of Fact, have been incorrectly given, your policy may be cancelled, or a claim rejected or not fully paid.

Changes

We have agreed this policy with you on the basis of the information you have provided to us as recorded in the Statement of Fact.

Please tell us immediately if you become aware of:

- anything which is incorrect, incomplete or omitted from the information originally provided by you and contained in the Statement of Fact: or
- any changes in your circumstances which may increase the possibility of loss, damage or liability covered by this policy. Please refer to the Changes in Risk Condition on Page 11.

We reserve the right to change the premium and terms if you change the information contained in the Statement of Fact.

Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated senior underwriter.

The contract

Your John Lewis Specialist Home Insurance Policy is evidence of the contract that is in place between us.

The policy, the schedule, including any specific terms and conditions stated, should be read together as one document.

Data Protection Statement

The personal information we collect from you

When you apply for insurance we collect personal information about you including your name, address and occupation. We may also collect other information during the life of your policy which is classed as sensitive personal information. We may also ask you about any criminal convictions you may have.

You don't have to provide us with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974 or any amending legislation.

How we use your personal information

All personal and sensitive personal information will be used by us for insurance purposes, including managing and administering your policies.

We also use this information to produce management information for business analysis. If you've provided information to us about another person (including their sensitive personal details), you confirm that you have their permission to provide that information to us for the same purposes.

If you telephone us, your call may be monitored or recorded to ensure the accuracy of information and the quality of service.

With whom we may share your information

We may share your personal and sensitive personal information with the following organisations for purposes related to your insurance policies and our insurance services generally:

- our connected companies, agents and subcontractors including loss adjusters and claims investigators;
- our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- other insurance companies about other insurance policies you may have;
- the Police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims (for example, the Claims and Underwriting Exchange register) or as part of our money laundering checks.

Claims

In the event of a claim we may need to collect additional information from you.

Fraud prevention

We work with the Police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims.

We may also use commercially available databases to check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity.

Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

Your rights

You're entitled to a copy of your personal information held by us on payment of a £10 fee. If you would like to see the information we hold about you, contact the Data Protection Officer at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

You should let us know if you think any of your personal information is inaccurate, so we can update it.

We don't use your information for marketing purposes with anyone outside the John Lewis Partnership.

Your Cover

Your policy consists of	Page
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Please check your schedule to see which sections of cover apply to you.

Authorisation and Regulation

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our Financial Services register number is 202277.

Home Assistance

John Lewis Specialist Home Insurance Helplines

Home Emergency	A 24 hour Helpline operated by Cunningham Lindsey UK that provides a call-out service for emergency repairs by local tradesmen to attend at an agreed call-out charge. Please see full details on Pages 33-34.	0330 134 8166
Glass Breakage	A 24 hour Helpline operated by Glassolutions Installation by utilising a nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid direct by us less the excess.	0333 003 3388
Identity Theft	This Helpline will provide you with full assistance and guidance in recovering your identity in the event of it being fraudulently stolen.	0330 134 8167
Eurolaw Legal Advice Service	<p>A 24 hour Helpline operated by DAS Law Limited* and/or a preferred law firm on behalf of DAS, that will provide you and your family with confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 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.</p> <p>*DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited. Registered in England and Wales Reg No. 5417859. Website: www.daslaw.co.uk DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL.</p>	0330 134 8168
Tax Advice Service	A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 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.	0330 134 8168
Counselling Service	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which we refer you.	0330 134 8165
Health & Medical Information Service	A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in your area, including local NHS dentists. 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.	0330 134 8168

Please note that calls (except those to the Counselling Service) may be monitored or recorded to ensure the accuracy of information and the quality of service. DAS cannot accept responsibility if the helpline services are unavailable for reasons they cannot control.

Claims Procedure

If you need to make a claim under Sections 1 - 4:

- call the John Lewis Specialist Home Insurance Helpline on **0330 134 8166** in the event of an emergency, or
- call John Lewis Specialist Home Insurance on **0800 916 6890**.

To ensure the accuracy of information and to maintain a high-quality service, we may monitor or record phone calls.

We'll take full responsibility for dealing with your claim. When you phone, you'll be asked for your policy number and details of your claim.

We will:

- confirm whether the event is covered
- if necessary, arrange for a loss adjuster to contact you immediately
- give you advice on how your claim will be dealt with and any excess you will have to pay.

In most cases you will not need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We'll give you regular progress reports and settle your claim as fairly and promptly as possible.

If a claim is made for loss or damage under more than one Cover or Section resulting from the same cause and at the same time, you'll only pay one excess and if different excesses apply, you'll pay the higher amount.

The sums insured will not be reduced following payment of a claim provided that you implement immediately any recommendations we make to prevent further loss or damage and effect all repair or replacement work without delay.

The claims procedure for Section 5 is set out in that section.

To make a claim for identity theft, please refer to page 17.

Please note that the payment of a claim may affect your no claims discount at your next renewal. You may wish to balance this against the amount you are claiming, if this is a relatively small amount.

Home Emergency

When you need the services of a contractor in an emergency situation, our 24 hour Emergency Helpline is there to assist you by arranging for a tradesman to attend and rectify the immediate problem.

Full details of this cover are given under Section 4 and the Emergency Helpline number for assistance is **0330 134 8166**.

Claims Standards

We are committed to providing a first class claims service.

- When you notify us of a claim, we'll respond within 5 working days. Where appropriate, we'll also arrange for the damage to be inspected within 5 working days
- Our claims procedure will be explained to you and will include any action you may have to take
- We'll give you regular progress reports
- Your letters, facsimiles and e-mails will be answered within 5 working days
- If we undertake to arrange repairs or replacements, we'll do so within 5 working days
- In the event that we refuse all or part of your claim or offer you less than you have claimed, we'll explain why
- Once your claim is agreed, we'll arrange settlement within 5 working days.

For further claims information please refer to

- the Claims Condition on page 12
- the Basis of claims settlement in the relevant section of the policy under which you are claiming.

Customers with a Disability

We're able to provide, upon request, a text-phone facility, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

If you have hearing or speech difficulties you can call any of our numbers using the Next Generation Text Service (for further details visit the NGT website at www.ngts.org.uk).

Alternatively, you can text telephone us on **0330 134 8204**.

Financial Services Compensation Scheme

We and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details of the scheme can be obtained from their website www.fscs.org.uk, or by writing to

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St. Botolph Street
London EC3A 7QU

Complaints Procedure

We're committed to giving you a first class service at all times and will make every effort to meet the high standards we've set. If you feel that we've not attained the standard of service you would expect or if you're dissatisfied in any other way, then this is the procedure that you should follow:

If you have a complaint under Sections 1 - 3,

In the first instance please contact us on 0800 916 6880 or 0330 134 8150 or write to

The Customer Services Manager
John Lewis Specialist Home Insurance
50 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4JX

Email: customercare@johnlewispecialisthomeinsurance.com

A copy of our complaints handling procedure is available on request.

If you remain dissatisfied you may refer your complaint to

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone No. **0800 023 4567 or 0300 123 9123.**

Website address: www.financial-ombudsman.org.uk

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

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

The complaints procedure for Sections 4 and 5 are set out in those sections.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy, unless stated otherwise. Sections 4 and 5 contain additional words and expressions with meanings specific to those sections.

act of terrorism	<p>an act or threatened act of persons acting alone or on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none">- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and- is committed for political, religious, ideological, ethnic or other similar purposes.
art and antiques	<p>individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to you or your family or for which you or your family are legally responsible including</p> <ul style="list-style-type: none">- antique and designer furniture- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts- tapestries and rugs- clocks and barometers- statues and sculptures- stamps, coins, medals, collectables and other fine art- china, glassware and porcelain- household gold, platinum, pewter and silverware including plate- guns.
bodily injury	<p>death, injury, illness, disease or shock.</p>
buildings	<p>the home and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs, ornamental ponds, fountains, swimming pool covers and accessories, hard tennis courts, solar panels and associated power-generating equipment, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying your home.</p>
business equipment	<p>office equipment and office furniture, supplies and stock, all owned by you or your family and used in connection with your business or employment.</p>
contents	<p>the following property that is solely used for domestic purposes and business equipment, all belonging to you or your family or for which you or your family are legally responsible and normally kept at your home</p> <ul style="list-style-type: none">- household goods, furniture and furnishings and personal effects- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, power assisted pedal cycles, electric wheelchairs, Class 1 or Class 2 mobility scooters and golf buggies- quad bikes that do not require a Road Traffic Act Certificate of Insurance- go-karts and off-road motorcycles with an engine size of 50cc or less

contents (cont.)	<ul style="list-style-type: none">- tenant's improvements- fixtures and fittings and interior decorations for which you or your family are legally responsible as occupier and not as owner- aerials, satellite dishes and CCTV equipment- trailers and non-motorised horse-boxes- surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment- art and antiques- jewellery and watches up to £7,500 in total- outdoor items.
credit cards	credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by you or your family solely for private purposes.
credit reference agency(ies)	means the UK's three main credit reference agencies : Equifax, Experian and Callcredit.
damage	physical loss, destruction or damage unless otherwise excluded.
domestic employee	any person who carries out paid domestic duties for you within the territorial limits , other than in connection with your business.
electronic equipment	any computer equipment system or software, or any product, equipment or machinery containing, connected to or operated by means of a micro or data processor chip.
electronic failure	any loss or damage to any property caused directly or indirectly by the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction.
endorsement	any variation in the printed terms of the policy.
excess	the first part of each and every claim which you must pay unless otherwise stated within the applicable 'Basis of claims settlement'.
home	the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the schedule .
identity theft	the theft of your personal identification, National Insurance number, or other method of identifying you , which has or could reasonably result in the wrongful use of such information, including but not limited to theft occurring on or arising out of your use of the internet. All loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single theft. Identity theft shall not include the theft or wrongful use of your business name or any other method of identifying any business activity of yours .

jewellery and watches	a) items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones b) watches all belonging to you or your family , or for which you or your family are legally responsible.
operative sections	those sections which you have selected and for which cover is provided under this policy.
outdoor items	garden statuary, garden furniture, swings, slides and climbing frames, flower containers and urns all kept in the garden of your home either temporarily or permanently.
period of insurance	the period that cover is effective, as stated in the schedule .
personal money	cash, bank and currency notes, cheques, money and postal orders, bankers' drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers' cheques, travel tickets, sports season tickets, ski-passes and gift vouchers all belonging to or held by you or your family solely for private purposes.
schedule	this provides details of the person or persons insured, the period of insurance , the operative sections of the policy and the sums insured which apply and specifies any endorsements and memoranda which amend the standard policy wording.
temporarily removed	removed from your home for a period of no more than 60 consecutive days.
tenant's improvements	improvements, alterations and decorations which have been undertaken to your home either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner of the buildings .
territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
unoccupied	when your home is - insufficiently furnished for normal living purposes for more than 30 consecutive days or - not lived in by you or your family or by any adult person with your permission for more than 60 consecutive days.
we/us/our/Company	Covea Insurance plc.
you/your/insured	the person or persons named in the schedule as the Insured.
your family	your spouse, partner, children, foster children, parents and other relatives, permanently living with you .

General Conditions

Cancellation

You may cancel this policy by giving written instructions to John Lewis Specialist Home Insurance, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX, or phone **0800 916 6880** or **0330 134 8150**.

We may cancel this policy or any section by sending **you** a recorded delivery letter to **your** last known address, giving 30 days notice where an exceptional or valid reason exists for doing so.

You may cancel this policy or any section within 30 days from the date it begins (as stated in the **schedule**) or from the date **you** receive this policy document, whichever is the later. **You** will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 30 day period described above or cancellation by **us** at any time, **we** will refund a proportionate part of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium instalments in the event of a claim.

If **you** have agreed to pay **your** premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

Section 5 - Family Legal Protection

You have the right to cancel cover under Section 5 of this policy and DAS may also cancel this section of the policy, by each giving the other 30 days notice. If you just cancel cover under Section 5, we will refund a proportionate part of the premium paid for that section in respect of the unexpired term. If this policy is cancelled, then Section 5 will also be cancelled.

Changes in Risk

You must notify **us** immediately of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this policy. For example, **we** would need **you** to notify **us**:

- of any change to the occupancy of **your home**, or if it is to be left **unoccupied** for a period of more than 60 consecutive days, or
- if **you** or anyone living with **you**:
 - have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending, or
 - have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings, or
 - have changed their occupation or profession in the last 12 months, or
- if **you** are to have any building works undertaken to **your home**, including works involving the use or process of heat, where the cost of such works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor; or
- if **you** have suffered a break-in or attempted break-in to **your home**, which **you** have not previously notified us of, or
- if any business activities are being undertaken at **your home** which **you** have not previously notified us of.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt please contact **us** directly as a failure to notify **us** of any such changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

We recommend that **you** keep a copy or a record of all information **you** give to **us**.

Claims

In the event of a claim or possible claim **you** must

- advise the Police as soon as possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as possible
- not admit or deny liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide **us**, if requested, with all assistance, details and evidence **we** may reasonably require to substantiate **your** claim or enable **us** to pursue a recovery under the Subrogation Condition (see page 13) including, but not limited to, relevant purchase receipts, invoices, bank or **credit card** statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or estimates for the replacement or repair of damaged property.

We will pay for any expenses **you** necessarily incur, subject to **our** prior consent and approval, in providing **us** with any of the above.

Compliance with Terms

The **Company's** liability to make any payment under the policy will be conditional upon **your** compliance with the terms and conditions of the policy.

Contracts (Rights of Third Parties) Act

Unless otherwise specifically provided in this policy, no person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any damage is caused by the wilful act or with the connivance of **you** or **your family** or anyone acting on **your** or their behalf all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

Joint policy consent

If there is more than one person named in the schedule as the Insured, any request for change(s) to, or cancellation of, the policy by one insured person shall be treated by us as if all persons have consented to such change(s) or cancellation.

Law Applicable to this Contract

Unless some other law is agreed in writing, this policy is governed by English Law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Other Insurance

We will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if you are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

Duty of Care

You and **your family** must take all reasonable steps to prevent loss, damage, accident or **bodily injury** and to maintain the property insured in a good state of repair.

Rights

We are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner as **we** consider appropriate.

Subrogation

This means that **we** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this policy.

Theft Security

In the event of a theft or attempted theft from **your home** **you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

Transfer of Interest

You may not transfer **your** interest in the policy without **our** consent.

General Exceptions

What you are not covered for:

- 1 loss or damage or any claim caused by
 - deliberate acts by **you** or **your family** or by malicious acts by tenants, paying guests or **domestic employees**
 - wear, tear or any gradually operating cause
 - confiscation or detention by Customs or other officials or authorities
- 2 any loss of any kind incurred by **you** or **your family** which is not directly associated with the incident that caused **you** to claim (except as stated in the policy)
- 3 any loss, damage or legal liability occurring before the commencement of this insurance
- 4 any loss, damage or legal liability arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- 5
 - a) loss or damage caused by or liability arising from any **electronic failure** of **electronic equipment**. Subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured
 - b) direct or indirect loss or damage caused to **electronic equipment** by **electronic failure**
- 6 any loss, destruction or damage to property, any expense, legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- 7 any loss or damage resulting from building works to **your home**, including works involving the use or process of heat, where the cost of such building works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
- 8 any loss or damage to property, any cost or expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power; or
 - b) biological or chemical contamination due to any **act of terrorism**
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated above

If **we** allege that any loss, damage, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**
- 9 any loss or damage to property, any expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
 - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
- 10 any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.

Section I - Contents, Art and Jewellery

What you are covered for:

1 The **contents, art and antiques, jewellery and watches** are insured against loss or **damage** whilst at **your home** or anywhere in the world unless otherwise stated.

2 Additional Homes

We will pay for loss of or **damage** to **contents, art and antiques** at a private residence situated within the **territorial limits** which **you** own or live in and which is not listed in the **schedule** provided that such property is not otherwise insured and that **you** advise **us** within 60 days of first owning or occupying the additional residence whichever occurs first. **You** must also pay **us** any additional premium that may be required. **We** reserve the right not to insure the **contents, art and antiques** at the additional residence or apply terms, at the point **we** are advised.

For the purposes of this cover, the definition of '**home**' is deemed to include the private dwelling, garages and domestic outbuildings of any such additional residence.

The maximum amount **we** will pay is 15% of the sum insured on **contents, art and antiques** up to £50,000 in total.

3 Alternative accommodation and rent

If **your home** is made uninhabitable as a direct consequence of loss or **damage** to the **contents** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior consent and approval) for **you, your family, your** domestic pets and horses
- the cost for the temporary storage of **your** furniture
- any rent which **you** may still have to pay
- any rent which ceases to be payable to **you** if **you** rent out all or part of **your home** up to a maximum period of 5 years.

4 Business equipment

We will pay for loss of or **damage** to **business equipment** up to £20,000 and the maximum **we** will pay for supplies and stock used in connection with **your** business is £10,000. **We** will not pay for any subsequent loss of profits or turnover resulting from any such loss or **damage**.

5 Death of artist

We will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of the loss or damage. The maximum amount **we** will pay for any one piece of art is up to 200% of its sum insured and up to £100,000 in total.

6 Defective title

We will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner:

We will not pay for claims under this Cover

- unless the item was purchased by **you** during the **period of insurance**
- unless **you** advise **us** about the claim during the **period of insurance**
- unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- if the item was inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay is 10% of the total sum insured under this section or £25,000, whichever is the less.

7 Dependent parents or grandparents possessions

We will pay for loss or **damage** to **contents** belonging to **your** dependent parents or grandparents who are residing in a nursing or residential care home up to £15,000.

What you are covered for:

8 Fatal injury or acquired disability

In the event of injury to **you** or any member of **your family** caused by fire or assault by thieves in **your home**, **we** will pay

- £100,000 if such injury results in the death of **you** or **your** spouse or partner within 3 months of the incident, or
- £5,000 if such injury results in the death of any other member of **your family** within 3 months of the incident, and/or
- up to £15,000 for necessary alterations to **your home** if such injury results in a permanent physical disability.

The maximum **we** will pay for any one incident is £100,000.

9 Fraudulent use of credit cards, bank or building society books

If **you** suffer financial loss resulting from the fraudulent use of **your credit cards**, bank or building society books anywhere in the world **we** will pay up to £30,000 provided the loss is reported to the issuing organisation within 24 hours of discovery and **you** comply with all the terms and conditions under which the **credit card** is issued.

10 Gifts

We will pay for loss of or **damage** to **contents, art and antiques, jewellery and watches** purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event. The maximum amount **we** will pay is 30% of the total sum insured under this section.

11 Guests and domestic employees personal property

Loss of or **damage** to **contents** in **your home** belonging to guests or **domestic employees** permanently residing with **you** up to £10,000 provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one article is £500.

12 Hire of replacement golf clubs overseas

Following loss or **damage** to **your** golf clubs or any that **you** may have hired or borrowed whilst **you** are playing golf outside the **territorial limits**, **we** will pay up to £25 per day subject to a maximum of £250 for the necessary hire of replacement clubs. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.

13 Hole in one

In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard and certificate from **your** club or the match secretary must be submitted to **us** in the event of a claim.

14 Household removal

We will pay for loss of or **damage** to **contents, art and antiques** occurring during the course of a household removal within the **territorial limits** provided that

- it is undertaken by professional removal contractors
- any claim for loss or **damage** caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.

What you are covered for:

15 Identity theft

We will pay up to £50,000 for all claims arising in any one **period of insurance** for the following costs and expenses incurred in seeking to defend **your** name and to restore **your** credit status after an act of **identity theft** has been committed against **you** or **your family**:

1. costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or **credit reference agencies** that have required that such affidavits be notarised
2. costs for registered mail to Police, **credit reference agencies**, financial institutions or similar credit grantors in relation to **your identity theft**
3. lost wages as a result of time taken off from work to meet with, or talk to, Police, **credit reference agencies** and/or legal counsel or to complete fraud affidavits. **We** will ask **you** to submit proof from **your** employer that **you** took unpaid days off. **You** must also provide proof that it was necessary to take time away from work
4. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information
5. legal fees incurred, subject to **our** prior consent and approval, for:
 - (a) defence of lawsuits brought against **you** by merchants or their collection agencies;
 - (b) the removal of any criminal or civil judgements wrongly entered against **you**; and
 - (c) challenging the accuracy or completeness of any information in a consumer credit report
6. charges incurred for long distance telephone calls to retail merchants, Police, financial institutions or similar credit grantors or **credit reference agencies** to report or discuss an actual **identity theft**.

We will not pay for:

1. losses arising out of any trade, business, profession or employment of **you** or **your family**
2. claims where a Police report has not been filed within 24 hours of discovering the **identity theft** and if **your** bank(s), **credit card** company(ies) and all other relative accounts have not been notified of the **identity theft** within 24 hours of discovering the **identity theft**
3. any **identity theft** claim that occurs within the first 35 days of cover

If you discover your identity has been stolen, please call the John Lewis Specialist Home Identity Theft Helpline on 0330 134 8167 for assistance and guidance.

16 Marquees

We will pay up to £35,000 for loss or **damage** to marquees and associated equipment owned by **you** or which **you** have temporarily hired and are legally responsible for, provided it is not insured elsewhere.

17 Memorial stones

We will pay for loss or **damage** to a memorial stone or plaque in memory of your parent, spouse, partner or child located in the **territorial limits** up to £5,000.

18 Metered water, heating oil or gas

We will pay the cost of additional metered water charges or the cost of oil or liquid petroleum gas (LPG) lost from the fixed domestic water or heating installation at **your home** up to £10,000 other than when **your home** is **unoccupied**.

What you are covered for:

19 New purchases

We will pay for loss of or **damage** to **contents, art and antiques, jewellery and watches** that are newly purchased provided **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 20% of the total sum insured under this section.

20 Outdoor items

We will pay for loss of or **damage** to **outdoor items** whilst in the garden of **your home** up to £25,000 unless otherwise stated in the **schedule**.

21 Personal money

We will pay for loss of or **damage** to **personal money** occurring anywhere in the world up to £10,000.

22 Preventative measures

We will pay up to £2,500 towards the cost of installing at **your home**, either

- a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation, or
- b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm

provided that:

- the net final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
- **you** did not have such a device installed at **your home** prior to the loss
- this has **our** prior consent and approval, which **we** will agree and decide during the claims settlement process.

23 Reinstatement of data

We will pay the cost of reinstating lost data or records, including digital downloads, stored on **your** computer or other item of **electronic equipment** up to £15,000 other than when resulting from an error in computer programming, instruction or malfunction.

24 Reinstatement of documents

We will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents up to £10,000.

25 Removal of debris costs

Following loss or **damage** to the **contents** covered by this section **we** will, subject to **our** prior consent and approval, pay for costs that are necessarily incurred in removing the debris of any damaged **contents**.

26 Replacement locks and keys

If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of such keys.

For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.

27 Reward

We will pay up to £10,000 to anyone (other than **you, your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.

What you are covered for:

28 Stalking

Subject to **our** prior consent and approval, **we** will pay for costs that **you** or **your family** incur as a result of, or the threat of, stalking, physical injury, harassment or damage to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction up to

- £15,000 for any one occurrence to carry out agreed improvements to the security at **your home**
- £5,000 for any one occurrence towards the cost of necessary temporary accommodation
- £7,500 for any one occurrence for the cost of using professional security guards or seeking advice from professional security consultants

and no more than £20,000 in any one **period of insurance**.

We will not pay for:

- any claim made which occurs outside the **territorial limits**
- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical damage, harassment or property damage caused by **you** or **your family**

29 Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home**, **we** will pay up to

- £500 for professional private counselling fees
- £1,000 towards the cost of necessary temporary accommodation for a period of no more than 7 days immediately following the incident
- £15,000 (subject to **our** prior consent and approval) to either carry out necessary improvements to the security at **your home**, or for necessary conveyancing, removal and estate agency fees if, within 90 days of the incident, **you** feel compelled to move house and had not already planned to do so. This benefit will cease to be payable after 12 months from the date of the incident.

What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**

- 2 loss or damage caused by
 - theft or attempted theft
 - of possessions of student members of **your family** whilst attending school, university or college, or of pedal cycles, from any building other than **your home** unless force and violence is used to gain entry or exit
 - by deception unless deception is used solely to gain entry to **your home**
 - where property is obtained by any person using any form of payment or means which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
 - of motorised garden and agricultural equipment, quad bikes, go-karts or off-road motorcycles between the hours of 21:00 and 06:00 unless from a locked building
 - of trailers and non-motorised horse-boxes unless secured with an anti-theft device when left unattended
 - river or coastal erosion
 - faulty workmanship, defective design or use of defective materials
 - wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - storm or flood or frost to **contents** left temporarily or permanently in the open, other than **outdoor items**, aerials, satellite dishes or marquees and associated equipment
 - electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s)

- 3 loss of or damage to
 - **jewellery and watches** and **personal money** whilst in storage
 - **jewellery and watches** that are held or used for business or professional purposes
 - motor vehicles, motorcycles, caravans, aircraft including drones and watercraft (other than as described under **contents**) and their respective accessories other than portable satellite navigation systems and professionally fitted electric vehicle charging stations, power units and associated leads
 - radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
 - equipment used for hang-gliding, mountaineering, parachuting, potholing, windsurfing and underwater sports other than when it is kept in **your home**
 - quad bikes, go-karts or off-road motorcycles
 - whilst being driven
 - if left unattended either temporarily or permanently in the open
 - watercraft (as defined under **contents**)
 - whilst being used for racing, speed testing or in any slalom event or in white water
 - protective covers or sails that are split by the wind
 - if not stored ashore when not being used
 - sports equipment while taking part in professional sport
 - **personal money**
 - unless the loss is reported to the Police within 24 hours of discovery
 - held for business or professional purposes
 - as a result of
 - shortages due to error, omission, depreciation or confiscation
 - theft from
 - garages, domestic outbuildings or greenhouses
 - unattended motor vehicles

What you are not covered for:

- pedal cycles or their accessories
 - when left unattended away from **your home** unless securely locked
 - while being used for racing or time trials
- wine, resulting from
 - mysterious disappearance, evaporation or gradual leakage
 - the failure of any temperature controlling device
 - climatic conditions, cork fly or inherent vice
 - conversion, misappropriation or failure to keep proper records by any supplier
- 4 loss or damage caused by or during the process of repairing, restoring, renovating, treating, cleaning, washing, dyeing, installation, adjustment or dismantling
- 5 loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside.
Where an item is secured to an external carrier that is attached to the vehicle (e.g. pedal cycles or skis) where it cannot be hidden from view, it must be locked to the carrier which itself must be secured to the vehicle.
- 6 loss or damage occurring whilst in storage
 - unless removed to a commercial storage facility
 - unless any theft or attempted theft involves force and violence to gain entry or exit
 - if the period of storage is greater than 60 days (unless **you** have agreed this with **us** and paid any additional premium required)
 - if this is more than 25% of the sum insured on **contents, art and antiques** (unless **you** have agreed this with **us** and paid any additional premium required)
- 7 loss or damage, when **your home** is **unoccupied**, caused by
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
 - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
 - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
- 8 loss or damage, when **your home** is insufficiently furnished for normal living purposes, caused by
 - theft or attempted theft
 - malicious acts or vandalism
- 9 loss or damage, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.

Inflation Protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

The total sums insured on **contents, art and antiques, jewellery and watches** must represent the full market value or the cost of replacement, whichever is the greater:

Provided the total sums insured are adequate, **we** will at **our** option;

- pay the cost of repairing,
- pay the cost of replacing as new,
- replace as new, or
- make a cash payment

We may make a deduction for wear, tear or betterment if the total sum insured is not sufficient at the time of loss or damage.

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to claims made

- under Covers 3, 7, 8, 9, 11, 12, 13, 15, 21, 22, 23, 24, 25, 26, 27, 28 or 29
- for loss or **damage** to frozen food.

If the claim is for specified items and/or the net final settlement cost of your claim is greater than £10,000 the **excess** will be reduced by £250 (or waived if less than £250) unless:

- the claim is only for loss or **damage** caused by the escape of water from a fixed water or heating installation
- **we** have imposed an increased **excess** by **endorsement** or memorandum in the policy **schedule** which applies to the claim.

Specified items and agreed values

If an item specified under this section is totally destroyed or irrecoverably lost or is declared a constructive total loss by us, we will base our settlement on the sum insured stated against the item in the schedule.

For an item of **art and antiques**, **we** will, at the time of the loss or damage, require that **you** provide **us** with proof of ownership and a valuation by a recognised valuer which is no more than five years old, unless **we** have already seen and accepted a valuation at the commencement of cover.

For an item of **jewellery and watches**, **we** will, at the time of the loss or damage, require that **you** provide **us** with proof of ownership and a valuation by a National Association of Jewellers registered jeweller which is no more than five years old, unless **we** have already seen and accepted a valuation at the commencement of cover.

If you are unable to provide **us** with a valuation as specified above **we** will base **our** settlement on the current market value of the item or the cost of replacement, whichever is the lesser, at the time of the loss or **damage**.

You will not receive a refund for the proportionate part of the premium paid for the item and **you** will have to pay an additional premium to include cover under this policy for any replacement item.

Extended replacement

If, at the time of the loss or **damage**, the market value of **your contents, art and antiques** has increased beyond the sums insured stated in the **schedule**, **we** will pay up to 115% of the **contents, art and antiques** sum insured provided

- a walk through validation exercise has been undertaken by a recognised valuer to assess the overall value of **your contents, art and antiques** or **you** can provide **us** with a valuation by a recognised valuer which is no more than three years old, and
- the sums insured have been maintained by **you** since the date of the validation or valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation.

Partial loss or damage

In the event of partial loss or **damage** to an item of **art and antiques**, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

Matching items

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched except:

- i) for items of **art and antiques, jewellery and watches** – provided that **you** surrender any undamaged matching item(s) and/or parts to **us** and **we** agree to accept them, **we** will at **our** option, replace or pay the replacement cost of the complete matching set
- ii) for all other **contents** – **we** will pay up to 50% of the cost of replacing any undamaged matching item(s) or parts of matching items.

Stamp, Coin or Banknote Collections

In the event of loss or damage to a stamp, coin or banknote collection insured by this policy, **our** claim settlement will be based upon the value(s) stated in the current recognised collector's catalogue (e.g. Stanley Gibbons, Spinks or World Paper Money respectively) or the current market value, whichever is the less. The onus of proving value shall be upon **you**.

We will not pay for:

- loss or damage caused by the process of mounting, dismounting or other work on stamps or banknotes
- loss or damage to any stamp, first day stamp cover, coin or banknote that is not contained in an album, stockbook or similar collector's portfolio, case or cabinet
- more than £1,000 for any one stamp, first day stamp cover, coin or coin set, banknote or banknote set unless more specific details have been lodged with **us**.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**. **We** will also pay additional costs incurred under
 - Cover 3 - Alternative accommodation and rent
 - Cover 24 - Removal of debris costs
- any single article, pair, set or collection of **art and antiques** is £20,000 unless specified
- any single article, pair, set or collection of **jewellery and watches** is £10,000 unless specified
- loss of or damage to **jewellery and watches** whilst contained in baggage or in transit outside the personal control of **you** or an adult member of **your family** is £1,000
- any pedal cycle or fur is £5,000 unless specified
- any quad bike, go-kart or off-road motorcycle is £10,000
- any trailer or non-motorised horse-box is £5,000
- any watercraft as defined under **contents** is £5,000
- loss or damage from any unattended motor vehicle is £15,000
- damage caused by chewing, scratching, tearing, vomiting or fouling by pets is £5,000
- possessions of student members of **your family** from any student accommodation whilst attending school, university or college is £15,000
- any specified item is the respective sum insured shown in the **schedule**.

Section 2 - Buildings

What you are covered for:

1 The **buildings** are insured against loss or **damage**.

2 Alternative accommodation and loss of rent

If **your home** is made uninhabitable following loss or **damage** to the **buildings** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior consent and approval) for **you, your family, your** domestic pets and horses
- any rent which ceases to be payable to **you, if you** rent out all or part of **your home** up to a maximum period of 5 years.

If, at the time of the loss or **damage**, the sum insured on **buildings** was less than 80% of its full replacement cost, the maximum amount **we** will pay for any one claim will be 20% of the sum insured on **buildings**.

3 Architects' and surveyors' fees and other costs

Following loss or **damage** to the **buildings** covered by this section **we** will, subject to **our** prior consent and approval, pay necessarily incurred

- architects', surveyors', legal and other fees
- removal of debris costs
- additional costs involved in complying with statutory regulations or local authority requirements, other than when loss or **damage** occurs after a notice to comply has been served on **you**.

4 Environmental home upgrade

We will pay up to £5,000, subject to **our** prior consent and approval, towards the cost of installing a solar, wind or geothermal electrical power-generating system following a valid claim under this policy for loss or **damage** to the **buildings**, as part of the repairs to the electrical, heating or water system, provided that

- the net final settlement cost of **your** claim will be greater than £20,000 (before the application of this additional benefit)
- **you** had not previously had a solar, wind or geothermal electrical power-generating system installed at **your home**.

If **we** agree to pay under both this Cover and the 'Preventative measures' Cover within Section 1 or Section 2 as a result of the same incident, the maximum amount **we** will pay towards all upgrade measures will be £5,000.

5 Environmental home additional costs

If, following a valid claim under this policy for loss or **damage** to any solar, wind or geothermal electrical power-generating system, **you** have to purchase **your** electrical power from a power utility company **we** will, subject to our prior consent and approval, pay up to £2,500 for additional costs incurred for up to 12 months, including loss of income derived from any excess power generated, based on statistics recorded up to 12 months prior to the date of the loss.

6 Fixtures and fittings temporarily removed

We will pay for loss of or **damage** to fixtures and fittings, that would normally form part of the **buildings**, whilst **temporarily removed** from **your home** to another building within the **territorial limits** up to 10% of the sum insured on **buildings**.

7 Forced evacuation

If a local authority prohibits **you** from living in **your home** following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to **our** prior consent and approval, pay the cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 30 days.

What you are covered for:

8 Mortgagee's interest

Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to **us** and any additional premium required is paid.

9 New fixtures and contract works

For the purposes of this Cover 'contract works' is defined as: temporary or permanent works executed or in the course of execution at **your home** by **you** or on **your** behalf for the purposes of alterations or improvements to **your home** including unfixed site materials for use in connection therewith.

We will pay up to £75,000 for loss of or **damage** to new fixtures, fittings and/or contract works owned by **you** or for which **you** are responsible, all kept within the boundaries of **your home**, whilst awaiting installation or construction.

We will not pay for any loss or damage

- where the cost of all contract works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
- caused by storm or frost to unfixed site materials left in the open
- to contract works that are more specifically insured elsewhere.

10 Preventative measures

We will pay up to £2,500 towards the cost of installing at **your home**, either

- a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation, or
- b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm

provided that:

- the net final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
- **you** did not have such a device installed at **your home** prior to the loss
- this has **our** prior consent and approval, which **we** will agree and decide during the claims settlement process.

We will not pay under this Cover if **we** agree to pay for 'Preventative measures' under Section 1 of this policy as a result of the same incident.

What you are covered for:

11 Reinstatement of gardens and grass tennis courts

We will pay for the cost of re-landscaping **your** garden or grass tennis court including costs incurred to remove and dispose of debris, resulting from loss or **damage** caused by

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism, or
- the emergency services, or
- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

We will not pay for:

- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas
- costs relating to any undamaged part of the garden or tennis court
- more than £2,500 for the removal and/or replacement of any one tree, plant or shrub
- more than £5,000 per incident for the removal of debris of fallen trees
- more than 5% of the sum insured on **buildings** for any one claim
- more than £25,000 during any one **period of insurance**.

12 Replacement locks and keys

If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of such keys.

For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.

We will not pay under this Cover if **we** agree to pay for 'Replacement locks and keys' under Section 1 of this policy, which results from the same incident.

13 Sale cover

If **you** contract to sell the **buildings** of **your home** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

14 Trace and access

We will pay the cost (provided that this is incurred with **our** consent) of finding the source of the escape of water, oil or gas from any fixed domestic water or heating installation or storage tank and the subsequent repair to walls, floors or ceilings, driveways, paths, patios or gardens.

The maximum amount **we** will pay for any one claim occurring outside **your home** is £15,000.

What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**
- 2 loss or damage caused by
 - the freezing of water within permanently installed swimming pools, hot tubs, ornamental ponds, fountains or their respective associated plant, machinery and equipment
 - storm or flood to fences, hedges or gates other than electrically operated gates
 - felling or lopping of trees
 - subsidence or heave (of the site on which **your home** stands) or landslip due to
 - river or coastal erosion
 - bedding down of new **buildings** or settlement of newly made up ground
 - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
 - demolition or structural repairs or alterations to the **buildings**
 - inadequate foundations which do not meet building regulations current at the time of construction
 - subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, permanently installed swimming pools and hot tubs, hard tennis courts and wind turbines unless the main building of **your home** is damaged at the same time and by the same cause
 - frost, settlement or shrinkage
 - faulty workmanship, defective design or use of defective materials
 - rusting, corrosion, wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - electrical or mechanical breakdown
- 3 loss or damage, when **your home** is **unoccupied**, caused by
 - accidental damage to fixed glass and sanitary ware
 - the freezing of water within any fixed water or heating installation
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
 - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
 - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
- 4 loss or damage, when **your home** is insufficiently furnished for normal living purposes, caused by
 - theft or attempted theft
 - malicious acts or vandalism
 - the freezing of water within any fixed water or heating installation
- 5 loss or damage, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
- 6 loss or damage caused by or during the process of demolition, repair, restoration, renovation, treatment or structural repair or alteration, other than where provision is made under the 'New fixtures and contract works' cover
- 7 loss of or damage to
 - **outdoor items**
 - piers, wharfs, docks, jetties or moorings
 - aerials, satellite dishes and CCTV equipment
- 8 loss or damage for which compensation is provided by legislation
- 9 the cost of maintenance and normal redecoration
- 10 loss or damage to underground services
 - for which **you** are not legally liable
 - caused by gradual deterioration or wear and tear.

Inflation Protection

The sums insured shown in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenditure listed under Cover 3 - Architects' and surveyors' fees and other costs.

We will

- at **our** option either
 - reinstate or replace the damaged **buildings** or any damaged part of the **buildings**, or
 - pay the cost of any necessary repair or replacement work
- make a deduction for wear, tear or betterment if
 - the sum(s) insured on **buildings** at the time of the loss or damage is less than the cost of rebuilding, or
 - the **buildings** have not been maintained in good repair or decorative order.

Extended Replacement

Provided **your home** is not grade I listed, or Scottish Category A, **we** will if necessary, pay more than the sum(s) insured on **buildings**, but only if:

- **we** have undertaken an appraisal, or approved an independent valuation on the **buildings**, which is no more than three years old; and
- the sum(s) insured have been maintained by **you** since the date of the approved valuation or appraisal to represent the full rebuilding cost, including any adjustments suggested by **us**, re-evaluations and the annual adjustments for inflation; and
- **you** advise **us** of any planned additions, alterations or renovations to **your home** to reduce the possibility of being underinsured; and
- **you** reinstate, replace or repair the **buildings** at the same location; and
- **your** mortgagee or its assignees have not recalled **your** mortgage leaving **you** unable to reinstate, replace or repair the **buildings**; and
- **you** commence reinstatement, replacement or repair to the damaged **buildings** within 180 days from the date of a partial loss.

When **you** advise **us** of any planned additions, alterations or renovations to **your home**, this extension of cover shall be suspended from the commencement of such works until **you** notify **us** when the works have been completed and provide **us** with amended sum(s) insured.

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to claims made under

Covers 2, 3, 4, 5, 7, 8, 10 or 12.

If the net final settlement cost of your claim is greater than £10,000 the **excess** will be reduced by £250 (or waived if less than £250) unless

- the claim is for loss or **damage** caused by subsidence, heave or landslip or the escape of water from a fixed water or heating installation
- **we** have imposed an increased **excess** by memorandum in the policy **schedule** which applies to the claim.

Matching items

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** plus index linked increases less the amount of any applicable **excess** unless the extended replacement cover applies. **We** will also pay costs incurred under Cover 2 - Alternative accommodation and loss of rent
- damage caused by chewing, scratching, tearing, vomiting or fouling by pets is £1,000.

Section 3 - Liability

What you are covered for:

1 Occupiers', personal and employers' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** and if requested by **you, your domestic employees**, for all amounts which **you** or they become legally liable to pay as damages in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property arising as a result of
 - **your** occupation, not ownership, of the **buildings** or land belonging to the **home** or **your** allotment
 - **your** duties as a Neighbourhood Home Watch coordinator
 - the employment of any **domestic employee** occurring within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days
 - any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days.

2 Property owners' liability

Provided that **your buildings** are insured under Section 2 of this policy, **we** will cover **you** or **your family** for all amounts that **you** or **your family** become legally liable to pay in respect of accidental

- **bodily injury** to any person other than **you, your family** or any **domestic employee**
- loss of or accidental damage to material property arising
 - from **your** ownership of the **buildings** or land belonging to **your home**
 - in respect of any buildings previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
 - no other policy covers the liability
 - **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

3 Organised events

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

4 Additional and acquired land

Provided that **your buildings** are insured under Section 2 of this policy **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property arising from **your** ownership of any additional land (provided **you** have told **us** about it) or from any land which **you** may acquire, within the **territorial limits** and occurring during the **period of insurance** provided that
 - the land has not been acquired for property development or any business pursuits or activities
 - there are no buildings on the land
 - **you** inform **us** within 60 days of any acquisition and pay any additional premium required
 - **you** are not entitled to indemnity under any other insurance.

What you are covered for:

5 Quad bikes, go-karts and off-road motorcycles

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property

arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than

- if a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
- any go-kart or off-road motorcycle that has an engine size of more than 50cc
- if used in circumstances for which a Road Traffic Act Certificate of Insurance is required
- incidents that occur outside the boundaries of **your home**
- whilst used for, or for the practise or preparation for, motor sport or competition.

6 Hand or wind propelled watercraft

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property

arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst

- being used for racing or speed testing
- in any slalom event or in white water.

7 Tenant's liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** become legally liable to pay as tenant for the cost of making good damage to

- the **buildings**, or
- the building of any residence occupied by a student member of **your family** temporarily residing away from **your home** attending school, university or college, or
- the building of a residence temporarily occupied by **you** or **your family**

as a result of any cause covered by Section 2 – Buildings of this policy had it been an **operative section**, up to £2,000,000.

We will not pay for

- the cost of maintenance and normal redecoration
- liability arising for damage to a building that is **unoccupied**.

8 Unrecovered damages

Provided that **your contents** are insured under Section 1 of this policy, **we** will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within 3 months of the date of the award provided that

- Cover 1 of this section - Occupiers', personal and employers' liability would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**
- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**
- if any payment is made under the terms of this Cover **you** or the member of **your family** who has been awarded sums by a court shall assign such award to **us**
- there is no appeal pending
- the amount payable does not exceed £10,000,000.

What you are not covered for:

1. any liability for
 - **bodily injury to you or your family**
 - loss of or damage to property owned or occupied by or in the custody or control of **you or your family** other than damage to property for which **you or your family** are legally liable as tenant
2. liability arising from
 - any incident occurring outside the **period of insurance**
 - **bodily injury** (other than to a **domestic employee**) or loss of or damage to property arising from the ownership, possession or use of
 - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturer's recommended service intervals
 - mechanically or electrically propelled vehicles other than
 - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**
 - power assisted pedal cycles, electric wheelchairs or Class 1 or Class 2 mobility scooters
 - pedestrian controlled models or toys
 - motorised golf buggies or electric golf trolleys used within the boundaries of **your home** or on a golf course
 - quad bikes, go-karts or off-road motorcycles as provided by Cover 5 of this section
 - trailers or horse-boxes whilst being towed
 - watercraft other than as provided by Cover 6 of this section
 - hang-gliders, hovercraft or aircraft, including drones
 - animals other than domestic pets or horses
 - commercial riding schools and establishments
 - horses whilst being used for racing, steeplechasing or playing polo
 - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
 - shotguns or firearms other than when used for sporting activities or pest control
 - the passing on of any infectious disease or virus
 - any trade, business, profession or employment of **you or your family** other than if directly arising from
 - the use of the **home** as an office for non-manual work
 - gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
 - the accommodation of no more than 6 paying guests at any one time and the provision of food or drink to such guests
 - any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
 - voluntary work for an organised registered charity, religious or community group
 - any treatment, wrongful specification or professional advice or service given by **you, your family** or an employee where rendered to a third party for a fee
 - any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you or your family**
 - any agreement unless liability would have existed without the agreement
 - any **act of terrorism** other than for accidental **bodily injury** to a **domestic employee**
3. the cost of remedying any fault or alleged fault.

Basis of claims settlement

In the event of **your** death or the death of any member of **your family** **we** will reimburse **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

We may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

The maximum amount payable

The amount payable will not exceed

- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
 - a) any **act of terrorism**, or
 - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
- £10,000,000 in respect of all other claims arising from one cause

plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

Section 4 - Home Emergency

Definitions

Wherever the following words or expressions appear in this Home Emergency section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

contractor	a qualified person approved and instructed by the Helpline to undertake emergency work
home emergency	a sudden and unforeseen situation which if not dealt with quickly would render the home unsafe or insecure, or damage or cause further damage to the home or cause risk to you or your family
primary heating system	the principal central heating and hot water systems at your home excluding any form of solar or warm air heating systems
work	all efforts made by the contractor to rectify, limit or prevent damage in respect of the home emergency covered under this policy
vermin	brown or black rats, house or field mice, squirrels, wasps and hornets nests

What you are covered for:

The cost of **contractors'** call out and labour charges, parts and materials up to £1,500 including VAT, in providing assistance in the event of a **home emergency** where one or more of the following has occurred in **your home**

- the plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage
- the electricity supply system has failed or broken down completely
- the permanently installed cooking system has failed or broken down completely
- external locks, doors or windows have either failed or been damaged as to render the **home** insecure
- **you** have lost the only available key to the **home** and **you** are unable to replace it or gain normal access, or **you** have locked yourself out with no access to another key
- the **primary heating system** has failed or broken down completely
- **vermin** inside **your home**.

What you are not covered for:

- 1 **work** in excess of £1,500 including VAT
- 2 any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original
- 3 call-out charges if there is no-one at **your home** when the **contractor** arrives
- 4 costs arising from or in connection with
 - circumstances known to **you** prior to the inception date of **your** policy
 - any system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
 - replacement or adjustment to any decorative or cosmetic part of any equipment
 - lighting of boilers or the correct operation or routine adjustment of time or temperature controls
 - boilers over 15 years old or with an output of over 60kw per hour or 250,000 BTU's
 - garages, outbuildings, cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates, other than outbuildings used for residential purposes or for **your** trade, business or profession
 - **work** in respect of **vermin** outside the confines of the private dwelling, other than outbuildings used for residential purposes or for **your** trade, business or profession
 - wilful act or omission or neglect by **you**
 - claims arising after the **home** has been left **unoccupied**
 - the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks
 - materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty
 - any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **buildings**, faulty workmanship or the use of defective materials, or river or coastal erosion.

How to Make a Claim

Before requesting assistance and making a claim, check that the circumstances are covered by this insurance. Telephone the Helpline on **0330 134 8166** and provide details of the problem. All requests for assistance must be made to the Helpline and not to the **contractors** direct otherwise the **work** will not be covered.

Our assistance operator will arrange for one of our approved **contractors** to come to **your** assistance as quickly as possible. Remote locations or unforeseen situations such as weather conditions, industrial disputes (official or otherwise), road closures or any other circumstances preventing access to **your home** may affect normal standards of service.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the National Gas 24 hour Emergency Service on **0800 111 999**.

The **contractor** will charge the cost of all **work** covered by this insurance direct to **us**.

Complaints

If **you** have a complaint under this section, please direct it in the first instance to:

Home Emergency Team
Cunningham Lindsey UK
Oakleigh House
14-16 Park Place
Cardiff
CF10 3DQ
Telephone: 0345 604 7884
E-mail: HEcomplaints@cl-uk.com

Section 5 - Family Legal Protection

This optional additional section is only operative if stated in the schedule.

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Definitions

Wherever the following words or expressions appear in this Family Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply:

appointed representative	The preferred law firm , law firm, accountant or other suitably qualified person we will appoint to act on the insured person's behalf
costs and expenses	Legal Costs: (a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment Opponents Costs: (b) The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with our agreement
countries covered	a. For Insured Incident 3, Personal Injury: Worldwide b. For Insured Incident 2, Contract Disputes: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey c. For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
date of occurrence	For civil cases: The date of the event that leads to the claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.) For criminal cases: The date you began, or alleged to have begun, to break the law For Insured Incident 6. Tax Protection: The date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry
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). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time
insured person	You , and any member of your family who always lives with you . Anyone claiming under this section must have your agreement to claim
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 the insured person's claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment
reasonable prospects	For civil cases, the prospects that the insured person will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects
secondary home	Private dwellings and/or private land owned by an insured person and which is used by them for residential purposes only
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited

What is covered:

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the Insured Incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the Insured Incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on the **insured person's** behalf, **costs and expenses** incurred following an Insured Incident, provided that:

- (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 £100,000
- (b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (c) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they 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 the **insured person** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

- (a) In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (b) The first £250 of any claim for legal nuisance or trespass. If the **insured person** is using a **preferred law firm**, the **insured person** will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects**. If the **insured person** is using their own law firm, this will be within 21 days of their appointment (following confirmation that the claim has **reasonable prospects**). If the **insured person** does not pay this amount the cover for the claim could be withdrawn.

Insured Incidents

1 Employment Disputes

We will cover an **insured person's** legal rights in a dispute arising from their contract of employment for their work as an employee. Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.

2 Contract Disputes

We will provide cover for:

1. an **insured person's** legal rights in a contractual dispute arising from an agreement or alleged agreement which an **insured person** has entered into in a personal capacity for:
 - a) the buying or hiring in of any goods or services; or
 - b) the selling of any goods;
2. an **insured person's** legal rights in a contractual dispute or for misrepresentation arising from an agreement which they have entered into for the buying or selling of their principal **home**;
provided that, in both 1. and 2.
 - i. the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**;
and
 - ii. the amount in dispute is more than £100 (including VAT).

Insured Incidents

3 Personal Injury

We will cover a specific or sudden accident that causes death of, or bodily injury to the **insured person**.

Please note that **we** will not defend the **insured person's** legal rights but **we** will cover defending a counter-claim.

4 Clinical Negligence

We will provide cover for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

5 Property Protection

We will:

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

Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

6 Tax Protection

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

7 Jury Service and Court Attendance

We will cover the **insured person's** 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 the **insured person's** net salary or wages for the time that they are absent from work less any amount the court gives them.

8 Legal Defence

1. **We** will cover an event arising from the **insured person's** work as an employee which leads to:
 - a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - b) civil action being taken against the **insured person** under:
 - i. legislation for unlawful discrimination; or
 - ii. section 13 of the Data Protection Act 1998.
2. **We** will cover **costs and expenses** to defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered

What is not covered under Insured Incident 1, Employment Disputes:

Costs and expenses for:

1. disciplinary hearings or internal grievance procedures;
2. any claim relating solely to personal injury (please refer to insured incident 3, Personal Injury).
3. a settlement agreement whilst the **insured person** is still employed.

What is not covered under Insured Incident 2, Contract Disputes:

A claim relating to:

1. a contract regarding an **insured person's** trade, profession, employment or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
3. a contract involving a motor vehicle owned or used by, or hired or leased to an **insured person**;
4. the settlement payable under an insurance policy (**we** will negotiate if the **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);
5. a dispute arising from any loan, mortgage, pension, investment or borrowing;
6. A claim relating to a lease of land or buildings, or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

What is not covered under Insured Incident 3, Personal Injury:

A claim relating to:

1. any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** legal rights, but defending a counter-claim is covered.
3. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**
4. clinical negligence (please refer to insurance incident **4 Clinical Negligence**).

What is not covered under Insured Incident 4, Clinical Negligence:

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

What is not covered

What is not covered under Insured Incident 5, Property Protection:

1. A claim relating to:
 - a) a contract entered into by an **insured person**;
 - b) any building or land other than the **insured person's** principal or **secondary home**;
 - c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority unless the claim is for accidental physical damage;
 - d) work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e) a motor vehicle owned or used by, or hired or leased to an **insured person**;
 - f) mining subsidence.
 - g) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from the **insured person** or of which the **insured person** is trying to take possession)
 - h) the enforcement of a covenant by or against the **insured person**.
2. Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

What is not covered under Insured Incident 6, Tax Protection:

1. The tax affairs of a company, or any claim if the **insured person** is self-employed, a sole-trader, or in a business partnership.
2. An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

What is not covered under Insured Incident 7, Jury Service and Court Attendance:

Any claim if the **insured person** is unable to prove their loss.

What is not covered under Insured Incident 8, Legal Defence:

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

What is not covered

What is not covered under this section:

1. A claim where the **insured person** has failed to notify **us** of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. An incident or matter arising before the start of this section.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. An Insured Incident intentionally brought about by an **insured person**.
6. A legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
7. A claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
8. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
9. A dispute with **us** and/or Covea Insurance plc not otherwise dealt with under Condition 8 of this section.
10. **Costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
11. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.
12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Conditions applicable to this Section

1. An **insured person** must:
 - a) keep to the terms and conditions of this section;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) send everything **we** ask for, in writing;
 - e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2. **Legal representation**
 - a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
 - b) If the appointed **preferred law firm** cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
 - c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** 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**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
 - d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

Conditions applicable to this Section

3. a) An **insured person** must tell **us** if anyone offers to settle a claim. The **insured person** must not negotiate or agree to a settlement without **our** written consent.
b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
c) **We** may decide to pay the **insured person** a reasonable value of the **insured person's** claim instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any of their claims. The **insured person** must 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.
4. a) An **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses we** have paid.
7. **We** may require the **insured person** to get, at their 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 the **insured person** 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 the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
8. If there is a disagreement between the **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
9. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
10. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales will apply. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Data Protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

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

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

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** DAS Head Office address – please see below.

How to make a claim

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

To make a claim under this section, please phone **us** on **0330 134 81 68**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Claims can also be e-mailed to **NewClaims@das.co.uk**

Claims are usually handled by a representative appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help

Please do not ask for help from a solicitor, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

Complaints

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing **our** online complaint form at **www.das.co.uk/about-das/complaints**

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we** have been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to The Financial Ombudsman Service | Exchange Tower | London E14 9SR

Further information is available on their website: **www.financial-ombudsman.org.uk**. Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

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John Lewis Specialist Home Insurance is provided by Covea Insurance plc and by DAS Legal Expenses Insurance Company Limited in relation to the Family Legal Protection cover.

Covea Insurance plc is registered in England and Wales, registration number 613259.

Its registered office is at Norman Place, Reading RG1 8DA.

It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its Financial Services registration number is 202277.

