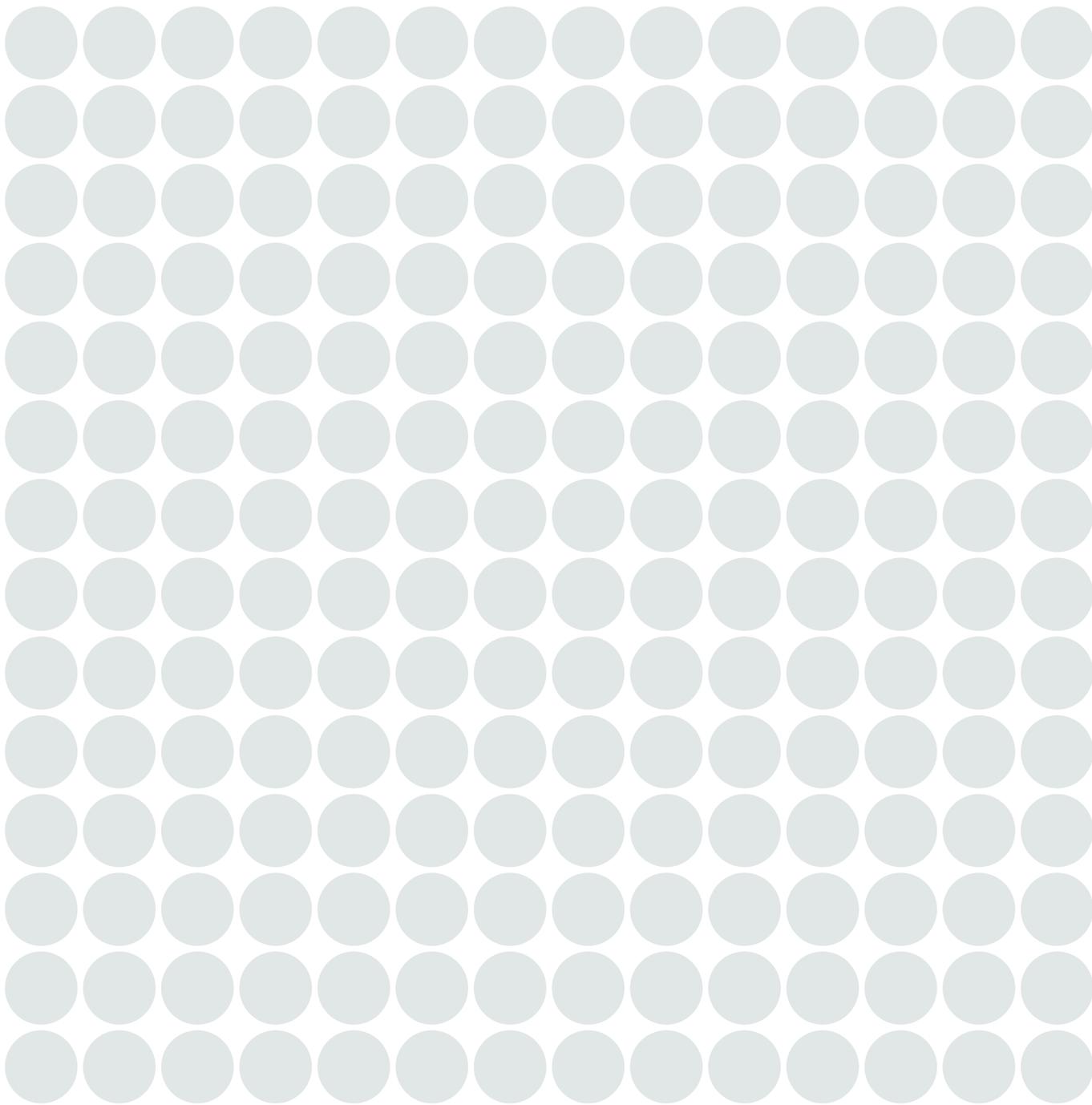




Zurich Home Insurance Policy



Contents



A warm Welcome to Zurich	3
Information relevant to the entire policy	4
Conditions which apply to the whole of this policy	7
Exclusions which apply to the whole of this policy	10
Our complaints procedure	11
Important Notes	12
Contacting us	13
Part A – Buildings	14
Part B – Contents	16
Part C – Personal Possessions	19
Part D – Garden Cover	20
Part E – Legal Expenses	21
Part F – Home Emergency Expenses	27
Part G – Personal Accident Cover	31



A Warm Welcome to Zurich

Thanks for choosing Zurich Home Insurance.

At Zurich, we have over 80 years' experience of protecting our customers against the unexpected, so you can be confident your Zurich policy provides you with the cover you need.

This policy document gives you the details of your cover and it should be read along with your statement of insurance and any special terms or conditions as one single contract.

If you need to make a claim, our team is always here to help. In the event of an incident, please contact us immediately on 0845 300 2702 so we can tell you what to do next and help resolve any claims.

And if you have any questions about your policy or would like to discuss any other insurance needs, please feel free to contact us at www.zurich.co.uk or call us on 0800 408 0975.

We look forward to taking care of you and your home.

Information relevant to the entire policy

Your policy provides cover for the parts and the period of insurance shown in your statement of insurance. This policy is an agreement between you (the person shown in the statement of insurance as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if you pay the premiums. It takes into account questions we asked and the answers you gave during the application process or subsequently. You have a duty to take reasonable care to make accurate representations and to provide information to the best of your knowledge and belief.

You should tell us immediately if at any time any of the information on which this insurance is based is incorrect, or changes. If any of the information you have provided is incorrect and you do not tell us, your policy may no longer be valid, your claim may be rejected or your claim may not be paid in full. You must read this policy together with your statement of insurance and any special terms or conditions as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as possible.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us of your decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). We will charge you on a pro rata basis for the time we have provided cover for you, plus a cancellation charge of £15 (including Insurance Premium Tax). The balance of the premium will be returned to you but there will be no refund where you are cancelling the policy following a claim under parts A – D. If you have purchased additional optional cover under parts E – G, this will be shown on your statement of insurance. Please see Condition 5 for full details of all cancellation conditions and charges.

The conditions and exclusions that apply to all parts of your policy are shown on pages 7 to 10. Please make sure that you read these as well as the cover shown in each part.

Automatic renewal

If you pay the premium using a credit agreement with Premium Credit Limited, you consent to the automatic renewal of your policy at its expiry for a further 12 month period of cover. We will have the right (which we may not use) to renew the policy each year and continue to collect premiums using the details you provided us with when you took out the policy. We may vary the terms of the policy (including the premium) at renewal and you will be notified before your renewal date. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

Administration charges

An administration charge of £15 (including Insurance Premium Tax) will be applied to policy. This charge will not be applied to changes we are informed of before the start of the policy, or changes effective from your renewal if we are informed of them before the commencement date of your renewal. If you request a set of printed documents, rather than accessing them online, a charge of £15 will be made each time.

Legal Advice Helpline

DAS Legal Expenses Insurance Company Limited (DAS) provide these services 24 hours a day, seven days a week during the period of insurance.

DAS will give an insured person confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. 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.

DAS will not accept responsibility if the helpline services are unavailable for reasons DAS cannot control.

The Legal Advice helpline is provided free of charge (even if you do not have legal expenses cover). To make use of this service please phone the legal expenses helpline on 0844 893 8164.

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this **policy**. Definitions are shown in bold throughout the **policy**. Additional definitions may apply to **parts E – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

- **Buildings** – please refer to **part A** of the **policy** for full definition.
- **Contents** – please refer to **part B** of the **policy** for full definition.
- **Excess** – the first amount of any claim for which you are responsible.
- **Family** – **your** husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.
- **Garden** – please refer to **part D** of the **policy** for full definition.
- **High risk items** – means audio equipment (including portable), binoculars and telescopes, musical instruments, photographic equipment, sports equipment (including angling equipment), video cameras and DVD/TV/video equipment (including portable) in the home.

- **Home policy** – the documents consisting of **your statement of insurance, your policy summary, your home policy book** and any **special terms and conditions**.
- **Money** – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.
- **Part** – the individual contracts in the **policy** at **A – G** entered into with the parties providing cover under each such contract.
- **Period of insurance** – the period shown in **your statement of insurance** for which **we** have agreed to cover **you** and for which **you** have paid or agreed to pay a premium.
- **Personal possessions** – property which is worn or used about the person in every day life and which belongs to **you** or **your family** or for which **you** or they are responsible and is covered in and away from the home.
- **Personal property** – personal property which belongs to **you** or **your family** or for which **you** or they are responsible and is covered in the home only.
- **Policy** – the combination of all the **parts you** have chosen to purchase.
- **Special terms and conditions** – a change to **your** details which forms part of **your home policy**.
- **Specified personal possessions** – **personal possessions** which are itemised on **your statement of insurance**.
- **Statement of insurance** – the document giving details of the **period of insurance, your cover, the premium and the policy number**. The **statement of insurance** includes all the information **you** provided when **we** prepared your quotation.
- **Sum insured** – the amount for which each type of cover is insured as shown on **your statement of insurance** or in any **special terms and conditions** or notified to **you** at renewal.



- **United Kingdom/UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **Unoccupied** – if the home is either:
 - not permanently lived in by **you** (or a person **you** have authorised) for more than 30 days in a row;
 - or
 - without enough furniture for normal living purposes for more than 30 days in a row.
- **Valuables** – antiques (other than furniture), any articles of gold, silver or other precious metal, jewellery, items containing precious stones, gemstones or pearls, watches and clocks, furs, pictures or other works of art, curios and collections of stamps, medals or coins.
- **Vehicles and craft** – any electrically or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery or pedestrian-operated models or toys).
- **We/Us/Our/Zurich** – Zurich Insurance plc (except in **parts E – G** where **we/us/our** are separately defined).
- **You/Your/The insured** – the person named as the policyholder(s) in **your statement of insurance** (except in **parts E and G** where **you/your/the insured** is separately defined).



Conditions which apply to the whole of this policy

Additional conditions may apply to **parts E – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

1. **You** must do all **you** can to prevent and reduce any costs, damage, injury or loss.
2. **You** must tell **us** about any insurance related incidents of loss, damage (such as fire, water damage, theft or an accident) or liability as soon as possible, whether or not they give rise to a claim. **You** must give **us** all the information and help **we** may need. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by **your policy**, including proceedings for recovering any claim payments.
3. **You** must report any loss, theft, attempted theft or malicious damage to the police immediately.

4. Fraudulent acts

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void the **policy**, which means **we** will treat the **policy** as if it had never existed;
- not return to **you** any premium paid;
- not pay any claims;
- seek to recover any money from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection'.

5. **We** may cancel **your policy** by giving **you** seven days notice to **your** last known address and refund any premium which may be due to **you** in accordance with the terms of this condition.

You have the right to cancel **your policy** at any time by telling **us** either in writing or by telephone using the contact details set out in **your** covering letter. Where **you** cancel **your policy** and **you** pay under a credit agreement with Premium Credit Limited, **you** authorise **us** on **your** behalf to cancel **your** credit agreement with Premium Credit Limited.

If the **policy** is cancelled at any time, either by **you** or **us**, **we** will charge **you** on a pro rata basis for the time **we** have been on cover for **parts A – D**, in addition to the cancellation charge shown below. **We** will not refund any premium if **we** have paid a claim or one is outstanding under **parts A – D** when the **policy** is cancelled.

If **you** are paying by credit agreement and **you** have made a claim **you** must still pay the balance of the full annual premium under **your** credit agreement with Premium Credit Limited. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

If **you** fail to pay the premium due **we** may cancel the **policy** and refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**. This may mean that **we** fulfil **our** obligations to any claims against **your policy** by a third party but seek full recovery of any payments made under **your policy** directly from **you**. This may include the instruction of solicitors or other recovery agents.

Cancellation within 14 days

If the **policy** is cancelled, either by **you** or **us**, within 14 days of **you** receiving it (or for renewals, within 14 days of **your policy** renewal date) a cancellation charge of £15 (including Insurance Premium Tax) will be charged.

If **you** have purchased any additional optional cover, under **parts E – G**, these will also be cancelled and **we** will charge **you** on a pro rata basis for the time **we** have been on cover and the balance refunded to **you**.

Cancellation over 14 days

If the **policy** is cancelled, either by **you** or **us**, after 14 days of **you** receiving it (or for renewals, after 14 days of **your policy** renewal date), a cancellation charge of £30 (including Insurance Premium Tax) will be deducted from any refund of premium.

If **you** have purchased any additional optional cover, under **parts E – G**, these will also be cancelled and there will be no refund.

If **you** have purchased additional optional cover under **parts E – G** and **you** cancel this cover independently to **parts A-D** of **your policy** more than 14 days after receiving documents (including where **you** have added additional optional cover during the term of the **policy**) there will be no refund.



6. If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.
7. **Your** duty to check information and tell **us** of any changes.

This insurance is based on the information **you** have provided in answer to the questions **we** asked **you** during the application process or subsequently, as confirmed in **your statement of insurance**. **You** must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not paid or not being paid in full.

If in doubt about any change, please contact **us** as soon as possible.

Changes in information **we** need to be informed of include, but are not limited to, the following examples:

- of a temporary or permanent change of address;
- if **your home** becomes unoccupied or unfurnished;
- of a change of occupancy (e.g. becoming let, part let or sublet);
- if the costs of rebuilding **your home** in full or replacing all of **your contents** as new exceed the limits shown in **your statement of insurance**;
- if **you** or anyone currently living with **you** has a conviction, pending prosecution or a police caution for any offence other than driving offences;
- if **you** or anyone currently living with **you** has been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgments in relation to debt;
- if **you** change **your** occupation;
- if **your** home is being used for business or professional purposes;
- if **your** home is not in a good state of repair;
- if **your** home is undergoing structural alteration, structural repair, restoration or renovation.

Any changes, if accepted by **us**, will apply from the date indicated on **your** updated **statement of insurance** or by an endorsement to **your policy**. In this case **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**. An administration charge of £15 (including Insurance premium tax) will be applied to **policy** changes. This charge will not be applied to changes **we** are informed of before the start of the **policy**, or changes effective from **your** renewal if **we** are informed of them before the commencement date of **your** renewal.

If the changes are unacceptable to **us** and **we** are no longer able to provide **you** cover, **we** or **you** can cancel **your policy**, as set out under condition 5.

If **you** have given **us** inaccurate information this can affect **your policy** in one or more of the following ways:

- 1) If **we** would not have provided **you** with any cover **we** will have the option to:
 - a) void the **policy**, which means **we** will treat it as if it had never existed and repay to **you** the premium paid; and
 - b) seek to recover any money from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred.
- 2) If **we** would have applied different terms to **your** cover, **we** may treat **your policy** as if those different terms apply.
- 3) If **we** would have charged **you** a higher premium for providing **your** cover, **we** may:
 - a) charge **you** the appropriate additional premium due in full; or
 - b) reduce the amount of any claim payment with an adjustment using the same proportionate difference as between the actual premium charged and the higher premium due.

For example, if the premium **you** paid initially was £150, but would have been £300 had **you** provided accurate information, our payment for a claim which amounts to £1,500 will be reduced to £750.

8. If **you** pay the premium to **us** using a credit agreement with Premium Credit Limited, **you** consent to the automatic renewal of **your policy** at its expiry for a further 12 month period of cover. **We** will have the right (which **we** may not use) to renew the **policy** each year and continue to collect premiums using this method. **We** may vary the terms of the **policy** (including the premium) at renewal and **you** will be notified before **your** renewal date. If **you** decide that **you** do not want **us** to renew the **policy**, as long as **you** tell **us** before the next renewal date, **we** will not renew it.

Please note that failure to make **your** monthly payment when due will result in **your** finance provider, Premium Credit Limited applying an administration charge of £20. This will be added to the collection of the payment from **your** account. If a second attempt to collect payment fails or **your** Direct Debit Instruction at **your** bank is cancelled, **your** finance provider, Premium Credit Limited will inform **you** by letter and give **you** the opportunity to make the payment by credit/debit card. Premium Credit Limited will make a charge of £2.50 for each payment made by any method other than direct debit.

If **you** fail to make the outstanding payment by the requested date, Premium Credit Limited will cancel **your** credit agreement and advise **us**. Under the terms of **your policy**, **we** will cancel **your** insurance immediately and notify **you** of the effective cancellation date in writing. Where **your policy** is cancelled for whatever reason, **you** will be required to pay any outstanding amount due for cover **you** have already received, including any unpaid fees and a cancellation fee. **We** will use the debit/credit card details **you** provided **us** with when **you** took out the **policy** to collect these unless **you** contact **us** to make alternative arrangements.

If **we** are unable to recover the outstanding amount, **we** may pass this to **our** debt collection agency which will incur additional charges of 15% + VAT based on the full outstanding amount owed to **us**, including any cancellation or administration fees.

Our right to renew this **policy** does not affect **your** cancellation rights shown on page 4 and in Condition 5 on page 7.

9. If an outstanding amount is payable by **you**, unless **you** contact **us** to make alternative payment arrangements, **we** will collect the payment owed to **us** using the debit/credit card details **you** provided **us** with when **you** took out the **policy**.

Exclusions which apply to the whole of this policy

Additional exclusions may apply to **parts E – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

We will not pay for the following.

1. Any reduction in value.
2. Any loss which happens as an indirect result of an event for which **you** are insured.
3. Any accident or incident that happens outside any **period of insurance** that is covered by this **policy**.
4. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
5. Loss or damage to any items used in connection with any business, trade or profession except office equipment in the home or items insured as **specified personal possessions**.
6. Any legal liability resulting from any business, trade or profession.
7. Any claim resulting from:
 - deliberate or criminal acts by **you** or **your family**;
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - electrical or mechanical failure or breakdown;
 - faulty design, materials or workmanship;
 - the failure of a computer chip or computer software to recognise a true calendar date;
 - computer viruses;
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - war, revolution or any similar event;
 - pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.
8. **We** will not pay for any claim arising directly or indirectly from an act of terrorism.
In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

Our complaints procedure

Details of complaints procedures for **parts** A to D are shown below. Details for **parts** E – G are included in those **parts** of **your policy** where applicable.

Our commitment to customer service

We value the opportunity to look into any concerns **you** may have with the service **we've** provided and **we're** committed to dealing with all complaints fairly, consistently and promptly.

Who to contact in the first instance

We can resolve many issues straightaway, so first of all, please get in touch with **your** usual contact.

Alternatively **you** can contact **us** for any **policy** related issues as below:

Telephone: 0800 408 0979

By post:

Customer Liaison Department
Zurich Insurance plc
Shurdington Road
Cheltenham
Gloucestershire
GL51 4UE

For any claims related issues please refer to **your** claims correspondence for contact details or the 'Making a Claim' section of this **policy**.

If **we** can't resolve **your** complaint straightaway, **we'll** keep **you** updated with progress and next steps.

If you're not happy with our response

- **you** may contact the Financial Ombudsman Service (FOS) at any stage of **your** complaint for free and impartial advice and guidance.
- **you** can ask the FOS to review **your** case if **you're** unhappy with our final decision letter. (**You'll** need to contact the FOS within six months of this letter.)
- **you** may also ask the FOS to review your case if **we** haven't provided **you** with a final decision letter within eight weeks of receiving **your** complaint.

FOS contact details are as follows

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

You can telephone for free on:

- 08000 234 567 for people phoning from a "fixed line" (for example a landline at home).
- 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Contacting the FOS, at any stage of **your** complaint will not affect **your** legal rights.

Compensation Scheme

This applies to all **parts** of the **policy** except where specifically overridden.

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**.

Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Important Notes

Details of how **your** data is used for **parts A – D** are shown below. Details for **parts E – G** are included in those **parts of your policy** where applicable.

How we use your information

Zurich Insurance plc holds **your** personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes.

You should show this notice to anyone whose personal information may be processed to administer this **policy**, including handling any claims.

We use a variety of security technologies and procedures to help protect **your** information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available. **We** may use **your** information for underwriting purposes, statistical analysis, management information, market research, testing to ensure the integrity of **our** systems, and risk management. **We** will only share **your** information as described in this notice, or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration & underwriting

In order to administer **your** insurance **policy** and any claims made against the **policy**, Zurich Insurance plc may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners, including companies inside and outside the European Economic Area. If **we** do transfer **your** personal information, including where **we** propose a change of underwriter, **we** make sure that it is appropriately protected.

We may conduct searches about **you** using publicly available sources such as the edited electoral roll, county court judgments, bankruptcy registers and other public databases to assess **your** application for insurance, to provide **you** with a renewal quotation and to check the accuracy of **your** information. These searches may be recorded by credit reference agencies but they will not affect **your** credit standing.

Fraud prevention and detection

In order to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations including the police;
- Conduct searches about **you** using publicly available databases;
- Undertake credit searches;
- Check and/or share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact **us** on the number shown on **your policy** documentation if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL). This helps **us** check information provided and prevent fraudulent claims.

Under the conditions of **your policy** **you** must tell **us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the relevant database. **We** and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

Contacting us

Important Notes (continued)

Checking your information

Please be aware, although we may undertake checks to verify your details, it is your responsibility to ensure all information provided by you is accurate and complete. If we are given wrong information you may not be covered or claims may not be settled in full. See Conditions 4 and 7 (pages 7 and 8)

Products and Services

Unless you have advised us otherwise, we may share personal information that you provide within the Zurich Insurance Group and with other companies that we establish commercial links with, so we and they may contact you (by mail, e-mail, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you. You can ask not to be contacted in this way by writing to Customer Services, Zurich Insurance plc, Shurdington Road, Cheltenham, Gloucestershire, GL51 4UE or calling us on the number shown on your policy documentation.

Your data protection rights

You have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about you. We may make a small charge for this. You also have the right to ask us to correct your information if it is inaccurate.

If you want to know more about how we use your personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, The Grange, Bishops Cleeve, Cheltenham, GL52 8XX.

If you have any questions about your policy or would like to discuss any other insurance needs, please feel free to contact us at www.zurich.co.uk or call us on 0800 408 0975.

Legal Advice Helpline

The Legal Advice helpline is provided free of charge (even if you do not have legal expenses cover). To make use of this service please phone the legal expenses helpline on 0844 893 8164.

Making a claim

Making a claim under this policy could not be easier.

To report a claim under the buildings, contents, personal possessions and garden parts call the helpline on:

0845 300 2702

The claims helpline is available 24 hours a day, 365 days a year.

When you contact us about a claim, you will need to tell us:

- ✓ Your names, address and telephone number(s)
- ✓ The place where the loss or damage occurred
- ✓ What caused the loss or damage

If you are calling us about a claim that you have already told us about, our team will be available Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

If you have purchased optional Home emergency expenses, please use the contact details below in the event of an emergency.

Optional add on cover

Your statement of insurance will show whether you have cover under these parts.

Legal Expenses 0844 893 8164 (24 hour)

Home Emergency Expenses 0844 493 2843 (24 hour)

Personal Accident Cover 0843 309 4507

If you have problems reading this booklet, you can always call our Customer Services on 0800 408 0975 for a large font or Braille version.



Part A Buildings

Buildings are defined as:

- the main structure of **your** home at the address shown in **your statement of insurance**, including its permanent or soon-to-be fitted fixtures and fittings if they are **your** property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of **your** home;
- ornamental ponds or fountains, swimming pools and tennis courts;
- professionally designed, built and installed solar panel equipment;
- central-heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television-receiving equipment or television and radio aerials.

Events

We cover sudden and unexpected loss of or physical damage to the **buildings** caused by events 1 to 13 (and 14 if 'accidental damage for **buildings**' is shown in **your statement of insurance**).

We do not cover events 3, 6, 8, 10 or 11 when the home is **unoccupied**.

1. Fire, lightning, explosion or earthquake.
2. Riot.
3. Malicious damage, but not if caused by **you** or **your family**, tenants or paying guests.
4. Aircraft, animals or vehicles hitting the **buildings**.
5. Storm or flood, but not to fences, gates, hedges or railings.
6. Theft or attempted theft unless this is caused by deception.
7. Subsidence or ground heave of the site that **your buildings** stand on or landslip other than:
 - from the coast or a river bank being worn away;
 - damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;

- to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;
 - from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design.
8. Escape of water from any fixed appliance, pipe, tank or fish tank, and damage to these items caused by freezing or forcible and violent bursting.
 9. Falling trees or branches, lampposts or telegraph poles.
 10. Oil leaking from any fixed appliance, pipe or tank.
 11. Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.
 12. Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
 13. Accidental damage to cables and underground pipes serving your home including the cost of breaking into and repairing the pipe between the main sewer and your home following a blocked pipe.
 14. Accidental damage to the **buildings** (if 'accidental damage for **buildings**' is shown in **your statement of insurance**) but not damage:
 - we exclude under events 1 to 13;
 - caused by a person the home is lent, let or sublet to;
 - caused by a person **you** employ to carry out maintenance or repair work.



Your liability to others

15. **We** cover your legal liability:

- as owner of the **buildings** and their land, but not as occupier;
- resulting from **you** previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

to compensate others if, following an accident during the **period of insurance**, someone dies, is injured, falls ill or has their property damaged.

The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is £2,000,000.

We will not pay if the liability arises from:

- the death, injury or illness of **you** or **your family** or any person employed by **you** or **your family**;
- loss or damage to any property that **you** or **your family** own or are responsible for;
- a contract that says **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for.

Extra cover

16. **Alternative accommodation** – if **your** home is not fit to live in following loss or damage covered by this **part**, **we** will pay:

- the reasonable cost of similar alternative accommodation for **you** and **your** pets;
- ground rent which **you** have to pay;
- rent which should have been paid to **you**.

This will apply during the time needed to restore **your** home to a condition which is fit to live in.

The most **we** will pay is £25,000.

17. **Replacing locks** – **we** will pay up to £1,000 for replacing the locks to **your** home if **you** lose **your** house keys anywhere in the world.

18. **Tracing a leak** – **we** will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the **buildings** when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the **buildings**.

19. **Emergency access** – **we** will pay the costs incurred following loss or damage to the **buildings** caused by the police or emergency services in gaining access to **your** home in connection with a medical emergency or to help prevent loss or damage to the home.

The most **we** will pay for any incident of loss or damage is £1,000.

20. **Selling your home** – if at the time of a claim **you** have contracted to sell **your** home, the buyer will have the benefit of this **part** as long as the purchase is completed.

Settling claims

We will decide whether to repair, replace, make a cash payment or reinstate the damaged part of the **buildings** and **we** will have the option to do this by using one of our suppliers.

We will pay the full cost of the work, including any professional, demolition or local authority costs or fees **we** have agreed, as long as the work is finished without delay. If the work is not carried out, **we** will pay the reduction in the market value of **your** property that resulted from the damage. However, **we** will not pay more than the cost to **us** of using **our** preferred supplier for the repair or replacement of the buildings.

We will take off an amount for wear and tear if **your buildings** are not properly maintained or **your sum insured** is less than the actual cost of rebuilding **your** home in the same form, size and condition as new.

See '**Your** duty to check information and tell **us** of any changes' under 'Conditions which apply to the whole of this **policy**'.

When **we** pay **your** claim **we** will take off the amount of the **excess** shown in **your statement of insurance**. This does not apply under '**Your** liability to others' and 'Extra cover 16.'

The most **we** will pay is the limits shown in the **policy** or the **sum insured** shown in **your statement of insurance**.

Part B

Contents

Contents are defined as:

- household goods and **personal property**;
- **valuables** and **high risk items** up to £1,500 unless specified;
- satellite television-receiving equipment and television and radio aerials;
- **money** or the unauthorised use of a charge, credit or debit card up to £500 (**you** and **your family** must keep to **your** card issuer's conditions);
- bicycles up to £350 for any one bicycle including accessories;
- office equipment used for **your** business, profession or trade up to £5,000;
- loss of oil or metered water up to £1,000 following accidental damage to the water or heating system.

Contents are not:

- **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure of **your** home or its decorations or permanent fixtures and fittings;
- items **you** have more specifically insured by this or any other policy.

Events

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (and 14 if 'accidental damage for **contents**' is shown in **your statement of insurance**) to the **contents** in **your** home that:

- **you** or **your family** own or which **you** or they are responsible for;
- visitors to **your** home or **your** domestic employees who live in **your** home own.

We do not cover events 3, 6, 8, 10 or 11 when the home is **unoccupied**.

We will not pay more than:

- £250 for **contents** belonging to **your** visitors or **your** domestic employees;
- £5,000 for theft of **contents** which are stored in garages or outbuildings at **your** home.

1. Fire, lightning, explosion or earthquake.
2. Riot.
3. Malicious damage, but not if caused by **you** or **your family**, tenants or paying guests.
4. Aircraft, animals or vehicles hitting the **buildings**.
5. Storm or flood.
6. Theft or attempted theft but not:
 - if caused by deception;
 - while the home is lent, let or sublet unless violence and force are used to break into or out of **your** home.
7. Subsidence or ground heave of the site **your buildings** stand on, or landslip.
8. Escape of water from any fixed appliance, pipe, tank or fish tank.
9. Falling trees or branches, lampposts or telegraph poles.
10. Oil leaking from any fixed appliance, pipe or tank.
11. Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
12. Breakage or collapse of satellite television-receiving equipment or television and radio aerials.



13. Accidental damage to:

- audio, hi-fi, television (including satellite receivers and set top boxes), video game consoles, DVD, video or telecommunication equipment but not mobile phones;
- computers (but not laptop computers, computer software, hand-held computers or electronic toys);
- satellite television-receiving equipment or television and radio aerials.

14. Accidental damage to the **contents** (if 'accidental damage for **contents**' is shown in **your statement of insurance**) but not damage:

- **we** exclude under events 1 to 13;
- caused by a person the home is lent, let or sublet to;
- to clothing or contact lenses;
- to **contents** in the open.

Your liability to others

15. **We** cover **you** or **your family** for any legal liability **you** have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the **period of insurance**, someone dies, is injured, falls ill or has their property damaged.

The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is:

- £10,000,000 for an accident to **your** domestic employees;
- £2,000,000 for an accident to any other person or property.

We will not pay if the liability arises from **you** or **your family**:

- owning **your** home;
- owning or occupying any other premises;
- owning or using **vehicles and craft** (other than hand or foot-propelled boats that **you** or they do not own).

We will not pay if the liability arises from:

- death, injury or illness of **you** or **your family**;
- loss of or damage to any property owned by **you**, **your family** or **your** domestic employees or that **you** or they are responsible for;
- **you** or **your family** passing on any illness or virus;
- a contract that says **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the **United Kingdom**).

Extra cover

16. **Contents in the open** – **we** will pay up to £1,000 for loss or damage caused by events 1 to 10 to **contents** in the open within the boundaries of **your** home.

17. **Temporary removal** – **we** will pay up to £5,000 for loss of or damage to **your contents** while temporarily removed from **your** home to within the **United Kingdom** or the Republic of Ireland caused by:

- events 1, 2, 4, 5 and 7 to 10;
- theft from:
 - a deposit box in a bank;
 - a building where **you** or **your family** work;
 - a house or flat where **you** or **your family** are temporarily living;
 - any other building, including a hall of residence, as long as violence and force are used to break into or out of the building.

We will not pay for:

- loss of or damage to **contents**:
 - removed for sale, exhibition or storage;
 - in the open caused by storm or flood;
- theft of **money** from a building where **you** or **your family** work;
- loss of or damage to office equipment including laptop computers.

18. **Moving to a new home** – we will pay for sudden and unexpected loss of or physical damage to **your contents** (but not **money**) while they are being moved to **your** new permanent home in the British Isles by professional removers. This includes while they are temporarily stored for up to seven days in furniture storage.

We will not pay for:

- damage to china, glass and similar brittle items, unless they have been packed by professional packers;
- loss or damage that is not reported to **us** within seven days of **your contents** being delivered to **your** new home.

19. **Gifts** – we will increase **your sum insured** by £5,000:

- one month before and after Christmas or other religious festival to cover gifts and related additional purchases;
- one month before and after the wedding day of **you** or any member of **your family** to cover wedding gifts and related purchases in **your** home, at the reception, in the couple's marital home or being transported between any of these places.

20. **Tenant's cover** – if **you** are the tenant of **your** home, **we** will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the **buildings part** to any:

- fixtures and fittings, greenhouses and sheds **you** have installed at **your** home and for which **you** are responsible;
- part of the structure, decorations, fixtures and fittings of **your** home that **you** are responsible for as a tenant under a tenancy agreement.

The most **we** will pay is £5,000.

21. **Alternative accommodation** – if **your** home is not fit to live in following loss of or damage to **contents** for which **we** will pay a claim under this **part**, **we** will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including **your** pets), or ground rent which **you** have to pay, for the time necessary for **your** home to be restored to a condition which is fit to live in.

22. **Replacing locks** – **we** will pay up to £1,000 for replacing the locks to **your** home if **you** lose **your** house keys anywhere in the world.

23. **Prams and wheelchairs** – **we** will pay up to £500 if **your** pram or wheelchair is stolen or damaged anywhere in the **UK**. Accessories are only covered if they are stolen with **your** pram or wheelchair.

24. **Frozen food** – **we** will pay the reasonable cost of replacing food and drink in **your** fridge or freezer that **you** cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.

25. **Title deeds** – **we** will pay up to £500 to replace the title deeds of **your** home following loss or damage caused by events 1 to 10 while they are in **your** home or in the offices of **your** mortgage lender, solicitor or bank.

26. **Downloaded music and other information** – **we** will pay for the cost of replacing music and other downloaded information **you** have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8. **We** will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most **we** will pay for any one event is £2,500.

Settling claims

We will decide whether to repair, make a cash payment, or replace an item as new if available (or otherwise with the nearest equivalent) and **we** will have the option to do this by using one of **our** suppliers. If **we** can offer a repair or a replacement but **we** agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to **us** by **our** preferred supplier. If the item cannot be repaired or replaced, with a like replacement by using one of **our** preferred suppliers, **we** will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other form of proof of ownership to help substantiate **your** claim.

We will have the option to use one of **our** suppliers to validate the loss or repair.

We will take off an amount for wear and tear:

- on clothing and household linen that cannot be repaired;
- if **your sum insured** is less than the full cost of replacing all **your contents** as new.

See 'Your duty to check information and tell **us** of any changes' under 'Conditions which apply to the whole of this policy'.

When **we** pay **your** claim **we** will take off the amount of the **excess** shown in **your statement of insurance**. This does not apply under 'Your liability to others' and Extra cover 21.

The most **we** will pay for **valuables** is the limit shown in **your statement of insurance**.

The most **we** will pay is the **sum insured** or the limits shown in **your statement of insurance** or in the **policy**.

Part C

Personal Possessions

Events

We cover, anywhere in the world, sudden and unexpected loss of or physical damage to the unspecified **personal possessions**, **specified personal possessions**, specified bicycles and specified laptops shown on your **statement of insurance** that are owned by **you** or **your family** or for which **you** or they are responsible.

We will not pay for:

- theft from an unattended motor vehicle unless the vehicle was securely locked and the property was hidden in a glove or luggage compartment;
- unauthorised use of a charge, credit or debit card by **you** or a member of **your family**;
- theft of a bicycle if left unattended away from **your** home unless it is securely locked to a permanent structure or in a locked building;
- theft of bicycle accessories, unless they are stolen with the bicycle;
- loss of or damage to:
 - sports equipment while it is being used;
 - contact lenses;
 - a bicycle while **you** are using it for racing, pacemaking or trials;
 - household goods;
 - **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
 - deeds and documents;
 - documents and certificates showing ownership of shares, bonds and other financial investments;
 - laptops unless specified.

Unspecified personal possessions

The most we will pay is:

- up to £1,500 for any item of clothing, sports equipment or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards;
- up to £350 for any one unspecified bicycle including accessories;
- up to £500 for loss of **money** or the unauthorised use of a charge, credit or debit card. **You** and **your family** must keep to **your** card issuer's conditions.

We will not pay more than the **sum(s) insured** shown in **your statement of insurance**.

Specified personal possessions

The most we will pay is the **sum insured** for each **specified personal possession**, specified bicycle or specified laptop shown in the **statement of insurance**.

Settling claims

We will decide whether to repair, make a cash payment, or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced, with a like replacement by using one of our preferred suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other form of proof of ownership to help substantiate your claim.

We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear:

- on clothing that cannot be repaired;
- if your **sum insured** is less than the full cost of replacing all your specified or unspecified items as new.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of this policy'.

When we pay your claim we will take off the amount of the **excess** as shown in **your statement of insurance**.

Part D

Garden Cover

Garden is defined as the flowerbeds, lawns, plants, shrubs or trees, ornaments or statues in the grounds within the boundaries of **your** home. This includes flowers, plants, shrubs or trees in pots or containers.

Events

We cover sudden and unexpected loss of or physical damage to **your garden** caused by events 1 to 7.

We do not cover events 3 or 6 when the home is **unoccupied**.

1. Fire, lightning, explosion or earthquake.
2. Riot.
3. Malicious damage, but not if caused by **you** or **your family**, tenants or paying guests.
4. The **garden** being damaged by vehicles, livestock or aircraft but not garden machinery, or any other vehicles used in the **garden**.
5. Storm or flood but not:
 - frost damage;
 - flood damage to lawns.
6. Theft or attempted theft.
7. Falling trees or branches, satellite dishes, aerials, masonry, lampposts or telegraph poles.

Extra cover

Storm or flood – We cover loss or damage by storm or flood to fences, gates, hedges or railings at the home as long as the main structure of **your** home, private garages or domestic outbuildings are damaged at the same time by the same cause.

Settling claims

We will decide whether to repair or replace any item that is lost or damaged. If it cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

The most we will pay is £2,500 plus up to £250 towards the cost of removing fallen trees or branches.

We may use one of **our** suppliers to validate the claim. When we pay **your** claim we will take off the amount of the **excess** as shown in **your statement of insurance**.

Part E

Legal Expenses

Your **statement of insurance** will show whether you have cover under this **part**.

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this **part**. These definitions apply to this **part** only.

The conditions and exclusions on pages 7 to 10 apply in addition to any other condition or exclusion stated in this **part**.

Costs and expenses – All reasonable and necessary costs chargeable by the **representative** and agreed by **us** in accordance with **our standard terms of appointment**. **We** will also pay the costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement.

Date of occurrence – The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured person** first became aware of it.)

Insured person – **You**, and any member of **your** family who always lives with **you**. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this **part** must have **your** agreement to claim.

Period of insurance – The period for which **we** have agreed to cover the **insured person**.

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 **our 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**.

Representative – The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

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).

Territorial limit – For insured incidents 2. Contract Disputes and 3. Personal Injury:

the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents:

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

We/Us/Our – DAS Legal Expenses Insurance Company Limited.

You/Your – The person named as the policyholder on **your statement of insurance**.

Zurich – Zurich Insurance plc.

Legal Expenses

This **part** covers the **insured person**. **We** agree to provide the insurance in this **part**, as long as:

- the **date of occurrence** of the insured incident is during the **period of insurance**; and
- the insured incident occurs within the **territorial limits**; and
- the premium has been paid; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- **reasonable prospects** exist for the duration of the claim.

We will pay a **representative**, on an **insured person's** behalf, **costs and expenses** incurred following an insured incident, provided that:

- the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000; and
- the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**; and

- 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; and
- for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this **part**, **we** must agree that **reasonable prospects** exist; and
- 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.

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside **our standard terms of appointment** and these will not be paid by **us**.

Insured incidents

1. Employment Disputes

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

What is not covered under employment disputes

Any claim relating to:

- (1) employer's disciplinary hearings or internal grievance procedures;
- (2) personal injury solely;
- (3) a compromise agreement while the **insured person** is still employed.

2. Contract Disputes

We will negotiate for an **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **insured person** has entered into for:

- (a) the buying or hiring in of any goods or services; or
 - (b) the selling of any goods;
- provided that –
- (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 £250.

What is not covered under contract disputes

Any claim relating to:

- (1) a motor vehicle owned by or hired or leased to an **insured person**;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- (3) the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing.
- (5) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters.

3. Personal injury

We will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **insured person**.

What is not covered under personal injury

A claim relating to:

- (1) any illness or bodily injury which happens gradually; 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.

4. Clinical Negligence

We will negotiate for an **insured person's** legal rights where it is alleged that an identified negligent act of surgery or identified negligent clinical or medical procedure has caused death or bodily injury to the **insured person**.

What is not covered under clinical negligence

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

5. Property Protection

We will negotiate for an **insured person's** legal rights in a civil dispute relating to the **insured person's** principal home, or personal possessions, that they own, or are responsible for following:

- (1) an event which causes physical damage to such material property, provided that the amount in dispute is more than £250;
- (2) a legal nuisance (meaning 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.

What is not covered under property protection

1. A claim relating to:
 - (1) a contract entered into by an **insured person**;
 - (2) any building or land other than **your** principal home;
 - (3) someone legally taking an **insured person's** property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** property by any government or public or local authority;
 - (4) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - (5) mining subsidence.
 - (6) 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)
 - (7) the enforcement of a covenant by or against the **insured person**.
2. Defending a claim relating to an event that causes physical damage to property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

Please note that the **insured person** must have established the legal ownership or right to the land that is the subject of the dispute.

What is not covered under the whole of this Legal Expenses part

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 that its position has been prejudiced;
2. **Costs and expenses** incurred before written acceptance of a claim by **us**.
3. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
4. A legal action an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
5. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
6. A dispute with **us** not otherwise dealt with under Condition 8 of this **part**
7. **Costs and expenses** arising from or in relation to judicial review, coroner's inquest or fatal accident inquiry.
8. A claim caused by, contributed to by, or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
9. Any claim where the **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
10. Any claim where the **insured person** is not represented by a law firm, barrister or tax expert.



Legal Expenses Conditions

The following conditions apply to the Legal Expenses part

You must also refer to the conditions and exclusions on pages 7 to 10.

1. (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as the **insured person's representative** to deal with their claim. They will try to settle the claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the **insured person's** 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 **our standard terms of appointment**.
- (d) The appointed **representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
2. (a) The **insured person** must co-operate fully with **us** and the appointed **representative**.
- (b) The **insured person** must give the appointed **representative** any instructions that **we** ask the **insured person** to communicate.
3. (a) The **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 the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay the **insured person** the 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 claim in the **insured person's** name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
4. (a) The **insured person** must instruct the appointed **representative** to have legal costs taxed, assessed or audited if **we** ask for this.
- (b) The **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.
5. If the appointed **representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses the appointed **representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another appointed **representative**.
6. If the **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the appointed **representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** 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. The **insured person** must:
 - (a) keep to the terms and conditions of this **policy**
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **we** ask for, in writing, and
 - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
10. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this **part** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the **part** in relation to any third-party rights or interest.
11. If any claim covered under this **part** is also covered by another policy, or would have been covered if this **part** did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
12. This **part** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this **part** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Cancellation

If **you** cancel **your Zurich Home Insurance policy**, cover under this **part** shall cease. Please refer to condition 5 on page 7 of this **policy** for full cancellation conditions.

Making a claim

This procedure applies to the Legal Expenses part only

Telephone **us** on 0844 893 8164. **We** will ask 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 **part**, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but will pass the information **you** have provided to the claims-handling team and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to the claims department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Legal Advice Helpline

If **you** do not have legal expenses cover, **you** can still use the Legal helpline as legal advice is provided free of charge without having to have legal expenses cover in addition.

We provide these services 24 hours a day, seven days a week during **the period of insurance**. To help **us** check and improve service standards, **we** record all calls. Please do not phone **us** to report a general insurance claim.

We will give an **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. 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.

To make use of this service please phone 0844 893 8164. **We** will not accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

Our Complaints Procedure

We will always try to give you a high quality service. If you think we have let you down, please write to the Customer Relations Department at the head office address shown below. Or you can phone us on 0844 893 9013 or email us at customerrelations@das.co.uk. Details of the internal complaint-handling procedures are available on request. The head and registered office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

If you are still not satisfied, you can contact the insurance division of the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can telephone for free on:

- 08000 234 567 for people phoning from a “fixed line” (for example a landline at home).
- 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Website: www.financial-ombudsman.org.uk (using this service does not affect your right to take legal action).

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

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 or insurance companies.

To give you legal advice, we may have to send 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 the Head Office address below:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Our address

DAS Legal Expenses Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Conduct Authority. FCA Registration number 202106. These details can be checked on the FCA's register by visiting their website www.fca.org.uk/register or by contacting them on 0845 606 1234.

Part F

Home Emergency Expenses

ARAG plc is authorised to administer this part on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service. Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

This part is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this only and have no liability for any other insurers' proportion or in respect of any other cover of this policy.

Your statement of insurance will show whether you have cover under this part.

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this part. These definitions apply to this part only.

The conditions and exclusions on pages 7 to 10 apply in addition to any other condition or exclusion stated in this part.

Contractor – the contractor or tradesman appointed by us to act on your behalf.

Costs & Expenses –

- a) costs reasonably and properly charged by the contractor
- b) alternative accommodation costs incurred under What is Covered, Insured Event 9.

Home Emergency – a sudden unexpected event occurring during the period of insurance which in our opinion requires immediate remedial action in order to:

- a) prevent damage or avoid further damage to the home, and/or
- b) render the home safe or secure, and/or
- c) restore the main services to the home, and/or
- d) alleviate any health risk to you.

Insurer – Brit Syndicates 2987 at Lloyd's.

Vermin – Brown or black rats, house or field mice, and wasps' or hornets' nests.

We/Us/Our – ARAG plc.

Zurich – Zurich Insurance plc.

Home Emergency Expenses

The home emergency expenses part sets out all the circumstances in which you can make a claim. It is not a maintenance contract and does not protect you against every loss.

ARAG plc will provide claims services under this part under an agreement with the insurer following an insured event that causes a home emergency provided that:

- your home is located in the UK, or Northern Ireland
- the claim is reported to us
 - during the period of insurance
 - immediately after you first become aware of circumstances which could give rise to a claim under this part
- you always agree to use the contractor nominated by us in any claim.

Home emergency expenses benefits

What is covered

Following a **home emergency** that arises from any of the following insured events the **insurer** will pay **your costs & expenses** up to £500.

1. Main Heating System

The total failure or breakdown of the main heating system in the home.

2. Plumbing, Drainage & Guttering

The sudden damage to, or blockage or breakage or flooding of;

- (i) the drains and plumbing system, and
- (ii) provided that **you own your** home the guttering or downpipes likely to cause damage to the home or its contents.

3. Home Security

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

4. Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the home.

5. Domestic Power Supply

The failure of the home's domestic electricity or gas supply.

6. Lost Keys

The loss of the only available keys if **you** cannot replace them to gain access to the home.

7. Vermin Infestation

Vermin causing damage inside the home or a health risk to **you**.

8. Roof Damage

Damage to the roof of the home where internal damage has been or is likely to be caused and provided that **you own your** home.

9. Alternative Accommodation Costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the home unsafe, insecure or unreasonably uncomfortable to stay in overnight.

What is not covered

You are not covered for any claim arising from or relating to:

1. **costs & expenses** which have been incurred before **we** accept a claim.
2. an insured event which happens within the first 48 hours if **you** take out this **part** at a different date from other **parts** under this **policy**.
3. **costs & expenses** where there is no one at home when the **contractor** arrives.
4. any matter occurring prior to, or existing at the start of cover under this **part**, and which **you** knew or ought reasonably to have known could give rise to a claim under this **part**.
5. any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions.
6. a central heating boiler which:
 - a) is more than 15 years old and/or;
 - b) has not been serviced every twelve months.
7. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr.

8. the cost of making further permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of the home.
9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
10. damage incurred in gaining access to the home.
11. the failure to maintain any system or equipment or replacing parts that gradually wear and tear over time.
12. garages, outbuildings, boundary walls, fences, hedges, cesspits, fuel tanks or septic tanks.
13. goods or materials covered by a manufacturer, suppliers' or installers' warranty.
14. the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
15. a claim covered by another home emergency assistance policy, or any claim that would have been covered by any other policy if this **part** did not exist.
16. subsidence, landslip or heave.
17. replacing or adjusting any decorative part of any equipment.
18. **your** home being left **unoccupied** for more than 30 days at one time.
19. blockage of supply of waste pipes to the home due to freezing weather conditions.

Home emergency expenses conditions

You must also refer to the Conditions and Exclusions on pages 7 to 10.

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **costs & expenses** from **you** should this occur.

1. Your Responsibilities

You must

- (a) observe and keep to the terms of the **policy**
- (b) not do anything that hinders **us** or the **contractor** to assist **you** if **you** have a **home emergency**
- (c) tell **us** immediately after first becoming aware of any **home emergency**
- (d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- (e) cooperate fully with the **contractor** and **us**
- (f) provide **us** with everything **we** need to help **us** handle the claim
- (g) take reasonable steps to recover **costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- (h) minimise any **costs & expenses** and try to prevent anything happening that may cause a claim
- (i) allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

2. Our Consent

We must give **you** **our** consent to incur any **costs & expenses**. The **insurer** does not accept any liability for **costs & expenses** incurred without **our** consent.

3. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim, **we** will try to resolve this through **our** internal complaints handling procedures described on the next page of this **part**. If **you** remain dissatisfied **you** can refer the dispute to the Financial Ombudsman Service. Further information about the Financial Ombudsman service can be found on page 11 of this **policy**.

4. Cancellation

If **you** cancel **your** Zurich Home Insurance **policy**, cover under this **part** shall cease. Please refer to condition 5 on page 7 of this **policy** for full cancellation conditions.



How to make a claim

If **you** have a **home emergency** please contact **us** on 0844 493 2843 as soon as **you** become aware of the problem providing **your** name, address and the nature of the problem.

We will record **your** details and then decide on the best course of action to limit **your** loss &/or repair the damage. If the incident relates to a **home emergency** covered under this **part we** will instruct a member of **our** emergency contractor network. Please note that severe weather conditions and remote locations may affect normal standards of service.

It is important **you** do not call out **your** own contractors as the **insurer** will not pay their charges and it could invalidate **your** cover.

If **you** need to claim for alternative accommodation **you** must get **our** agreement to incur any costs before booking accommodation. **You** will need to settle the bill and claim reimbursement back from **us**.

If the incident is not covered by this **part** then **we** can still provide assistance which will be at **your** own cost. This may also be an event covered by **part A** or **B** of this **policy** and **we** will seek to advise **you** accordingly.

You must report any major emergency which could result in injury or serious damage to the property or anyone inside of it to the Emergency Services or the company that supplied the service.

Your call may be recorded for training and security purposes and will be answered as soon as possible.

Our Complaints Procedure

Like **Zurich**, ARAG plc is committed to providing a first class service at all times. If, however, a complaint arises, **you** can contact **our** Customer Relations Department at 9 Whiteladies Road, Clifton, Bristol. BS8 1NN, or e-mail **us** at customerrelations@arag.co.uk **We** will review **your** complaint and will try to address **your** concerns, however if **you** remain dissatisfied **you** can contact the Financial Ombudsman Service (FOS) at:

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

You can telephone for free on:

- 08000 234 567 for people phoning from a "fixed line" (for example a landline at home).
- 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Contacting the FOS, at any stage of **your** complaint will not affect **your** legal rights.

Part G

Personal Accident Cover

Your **statement of insurance** will show whether you have cover under this **part**.

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear. These definitions apply to this **part** only and are supplementary to the definitions listed on pages 5 to 6 of **your Zurich home insurance policy book**.

The conditions and exclusions described on pages 7 to 10 of **your Zurich home insurance policy book** apply in addition to any other condition or exclusion stated in this **part**.

Accident/Accidental – means a sudden and unforeseen event which occurs after the cover start date resulting in **bodily injury**.

Benefit – the amount stated in the table of benefits.

Bodily injury – any injury which is caused directly or indirectly by accidental means and which within 104 weeks from the date of the accident shall, solely and independently of any other cause, result in the **insured person's death, loss of limb(s), loss of eye(s), loss of hearing, loss of speech, disablement or hospitalisation**.

Children – all unmarried children of the **participating customer** and/or their **partner** who are under age 18 years, or 23 if in full time education at the date of **bodily injury**.

Effective date – the day, month and year shown in **your statement of insurance** or endorsement. This is the date when cover commences under this **part**.

Effective time – whilst an **insured person** is within the legally recognised boundary of the **insured property** including any outbuildings, common areas, or whilst working on the boundary of the **insured property**.

Hospital cash – means the amount per day shown in the table of benefits. This is payable for each full day of **hospitalisation** for up to 180 days in total from the first day of admission. Stays of less than 24 hours will not be eligible for payment.

Hospitalisation – means the admission of an **insured person** into a **hospital** for treatment as an **in-patient** on the advice of and under the regular care and attendance of a **registered physician**.

Hospital – means any establishment which meets all of the following conditions;

- Operates primarily for the reception, care and treatment of injured or ill people as **in-patients**.
- Provides nursing services by registered or graduate nurses 24 hours a day.
- Has at least one registered **physician** in attendance 24 hours a day.
- Has permanent facilities for medical diagnosis, treatment and major surgery.
- Holds a licence to operate as a **hospital** where licensing is required.

In-Patient – any **insured person** who has been admitted to a **hospital** and for whom a case record has been opened.

Insured person – the **participating customer, partner, children, visitors** and any other permanent residents at the **insured property** as declared to the local authority.

Insured property – the property stated on the **statement of insurance**.

Loss of eye or eyes – shall mean the permanent and total loss of sight which shall be considered as having occurred:

- in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the **insured person** sees at 3 feet what they should see at 60 feet).

Loss of limb or limbs – shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Loss of hearing – the total, permanent and irrecoverable loss of hearing.

Loss of speech – the total, permanent and irrecoverable loss of speech.



Participating customer/You – the Zurich customer who has paid the required premium (including any taxes due) and who is noted in the **statement of insurance** as the policyholder.

Partner – the **participating customer's partner** they are legally married to; or if not married then the **partner** they are living with.

Permanent total disablement – this shall mean disablement, caused other than by **loss of limb, eye, hearing or speech** which has lasted for 52 consecutive weeks and will in all probability prevent the **insured person** from engaging in gainful employment of any and every kind for the remainder of their life.

Registered physician – means a medical practitioner with medical qualifications accepted by the General Medical Council and who is registered with that body.

Territorial limits – United Kingdom/UK (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands).

Underwriters/Us/Our/We – Shall mean Ultimate Insurance Company Limited registered in Gibraltar (Registered Number 103362) Registered Office, Suite 913, Europort, Gibraltar. Home State: Gibraltar. Ultimate Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act of Gibraltar to carry on insurance business and is a member of the United Kingdom's Financial Services Compensation Scheme and the Association of British Insurers (ABI). The companies details can be checked by visiting the Gibraltar Financial Services Commission website at <http://www.fsc.gi/fsclists/insulist.aspx> Ultimate Insurance Company is registered with the FCA under number 522727 this can be checked at www.fca.org.uk

Visitors – shall mean all **visitors** to the **insured property** who are;

- a) Acting in a personal capacity, and
- b) Have been invited on to the **insured property** by any other **insured person**.

Zurich – Zurich Insurance plc.

The amount payable as a result of bodily injury:

1. Accidental Death	£25,000
2. Loss of Limb or Limbs	£25,000
3. Loss of Eye or Eyes	£25,000
4. Loss of Hearing	£25,000
5. Loss of Speech	£25,000
6. Permanent Total Disablement	£25,000
7. Hospital Cash	£200 per week up to 180 days

Payment of Benefits

What is covered

- a) Only one of **benefits** 1 to 6 shall be payable in connection with one **insured person** in respect of any one **accident**.

If an **insured person** sustains **bodily injury** during the **effective time** the **underwriters** agree to pay the **benefit** to the **insured person** provided that such **bodily injury** is sustained whilst this **part** is in force.

- b) Any disability which existed prior to an **insured person** sustaining **bodily injury** shall be taken into account when calculating the **benefit** payable. In such cases medical reports will be obtained and expert medical advice used to ensure that the reduction in payment is proportional to the pre-existing condition.
- c) Benefit 1 shall be reduced to £7,500 for **insured persons** aged under 16 at the date of **bodily injury**.

Maximum Benefit Limit

The maximum amount payable per **accident** shall be limited to £500,000.

In the event of an **accident** involving more than one **insured person** where the total amount payable exceeds £500,000 the **benefit** payable in respect of each **insured person** shall be proportionately reduced until the total does not exceed this amount.

What is not covered

We will not pay the benefit to the **insured person** for death or injury

- If caused directly or indirectly by deliberate self-inflicted injury, suicide or attempted suicide.
- Outside the **United Kingdom**.
- If caused directly or indirectly by an **insured person's** wilful exposure to danger (except in an attempt to save human life), or the **insured person's** own criminal act.
- Suffered after age 70 in respect of **participating customers** and **insured persons**.
- Which is the result of or is contributed to by sickness or disease (not resulting from accidental **bodily injury**), any naturally occurring condition or degenerative process or any gradual decline in physical health.
- Resulting from inflammation or trauma of the tendon, muscle tendon junction and/or surrounding tissue of the hand or compression of the peripheral nerves serving the upper limb caused by over use, constant pressure, friction or repetitive or work related movements.
- Resulting from an **insured person** being admitted to any of the following: a mental institution, an establishment primarily for the treatment of psychiatric conditions, drug addiction, or alcoholism, the psychiatric unit of a **hospital** or nursing, rest or convalescence home.
- Any claim from a member of the Armed Forces, emergency services or **visitors** attending the **insured property** in the course of their occupation.

Termination of Insurance

The following cancellation conditions apply to Personal Accident Cover

Cancellation

- **You** can cancel this cover at any time as long as **you** tell **us** at least 7 days beforehand.
- If **you** cancel **your Zurich Home Insurance policy**, cover under this **part** shall cease.

Please refer to condition 5 on page 7 of this **policy** for full cancellation conditions.

This **part** shall terminate immediately on the earlier of the following events:

- The renewal date following the **participating customer's** 70th birthday.
- Upon the death of the **participating customer**.
- This **part** will be terminated as follows:
 - i) Non payment of the initial premium – terminated from the intended **effective date**.
 - ii) Non payment of subsequent premiums (if the initial premium is paid) – terminated from the due date of such unpaid premium.

Premium payment – Payment of premium will maintain this **policy** in force until the next premium payment is due.

Conditions

The following conditions apply to Personal Accident Cover

You must also refer to the conditions and exclusions on pages 7 to 10.

Assignment and Surrender Value – The rights under this **part** are not transferable to any other person. This **part** will have no value upon its expiry or cancellation.

Claims – on the happening of any occurrence likely to give rise to a claim the **insured person** shall notify the **underwriters** in writing as soon as possible and in any event within 60 days of the date of the occurrence. The **insured person** shall at their expense furnish to the **underwriters** any certificates, information and evidence that may from time to time be required by the **underwriters** and in the form prescribed by them. The **underwriters** shall be allowed, at their own expense and upon 30 days notice to the **insured person**, to have a medical examination of them. If any claims submitted under this **part** shall be in any respect fraudulent, the **underwriters** shall be under no liability to make any payment in respect of such claims.

Communication – all communication is to be in English.

Fraud – if any claim under this **part** shall in any respect be fraudulent the **underwriters** will not pay benefit in connection with such claim and will be entitled to cancel this **part** immediately.

Interpretation – any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears.

Interest – no **benefit** payable shall carry interest.

Jurisdiction – English Law will apply to this **part** unless before it is issued the **underwriters** make a written agreement saying otherwise.

Rights of Third Parties – the parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

How do You make a claim?

If **you** need to make a claim, in the first instance **you** should telephone the appointed claims handlers **Ultimate Insurance Solutions Limited on 0843 309 4507**, who will arrange for a claim form to be sent to **you**. The completed claims form must be returned as soon as possible and in any event within 60 days of the occurrence.

All correspondence relating to **your** claim should then be dealt directly between **you** and the **underwriters**.

Our Complaints Procedure

Zurich is committed to providing **you** with a high level of customer service at all times. However, if **our** service ever falls below the standard **you** would expect, please contact **us**, either by phone, letter or e-mail as detailed on page 11.

If **you** have a complaint or enquiry regarding the insurance provided or claims handling, please contact:

Mr. P Hampshire, Director, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8DE

Or call **our** complaints line, telephone 0843 3094508

If **you** should remain dissatisfied following a reply from either of the above **you** may ask the Financial Ombudsman Service to review **your** case. Any decision is binding, but **you** may reject it without affecting **your** legal rights.

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

You can telephone for free on:

- 08000 234 567 for people phoning from a “fixed line” (for example a landline at home).
- 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Please ensure **you** provide **your policy** number on any correspondence.

Zurich Insurance plc, a public limited company incorporated in Ireland Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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