

Personal Portfolio Policy



INSURANCE
CORPORATION

Welcome

Welcome to the Insurance Corporation of the Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

Statutory Status – Important Notice to Insureds

Registered Insurer

Insurance Corporation of the Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission, and is also licensed and regulated by the Jersey Financial Services Commission and the Insurance and Pensions Authority in the Isle of Man.

Insurance Corporation of the Channel Islands Limited is a member of the RSA Group of Companies.

Compulsory Insurance (Employers' Liability) outside of Guernsey

In respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland, Jersey and the Isle of Man the registered insurer shall be:

Royal & Sun Alliance plc (no 93792), Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Royal & Sun Alliance plc is a member of the RSA Group of Companies.

Customer Care

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. Should you need to make a claim under your policy. Please contact your broker for advice in the first place.

Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email icci.claims@insurancecorporation.com

In the event of an emergency involving your property outside normal business hours, please ring 07781 108739, where you will be able to speak to Channel Islands Adjusters, our preferred loss adjuster for large or emergency property insurance claims.

Please quote your Policy Number which can be found on your Schedule.

Emergency Repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes, we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Personal Portfolio Insurance Policy

Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Insurance Corporation of the Channel Islands).

We would advise for clarity that although there may be more than one party detailed as Insured in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Insured or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

This Policy may be cancelled:

- A By us giving 30 days notice, in writing, to you at your last known address
- B By you giving 30 days notice, in writing, to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.



Mandy Hunt
Managing Director, Insurance Corporation of the Channel
Islands

Policy Definitions

*We set out below definitions of certain words or phrases that are repeated throughout the policy (other than Section 8 - Legal Expenses). Wherever these words or phrases appear they will be in **bold type**.*

*If any of these words or phrases appear in an **Endorsement** to this policy, they will have the same meaning.*

Animal

Any horse or pony described in the **Schedule** and owned by **You** or any member of **Your Household**.

Buildings

The **Home** and its domestic outbuildings, garages, greenhouses, swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges and fences, including landlords fixtures and fittings, all on the same site.

The **Home**, unless **We** describe it differently, is built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal, sheets or slabs made of mineral ingredients which do not burn.

Business Property

Photocopiers, facsimile machines, desktop computers, design or drawing boards, technical manuals or reference books, office furniture, demonstration equipment, trade samples or stock in trade, kept within the **Home** and owned by **You** or any member of **Your Household**.

Caravan

Any caravan including its fixtures, fittings, awnings, furniture, furnishings and utensils owned by **You** or any member of **Your Household** described in the **Schedule**.

Buildings does not include:

- Television and radio aerials, including externally fixed satellite receiving dishes and their fittings and masts.
- **Damage** to any building (including glasshouses) originally constructed for commercial purposes (unless otherwise shown on the **Schedule**).

Business Property does not include:

- Mobile Phones.
- Portable computers, organisers or similar equipment.
- **Money** held or used for business purposes.
- Pets or livestock.
- Wines, Spirits, Tobacco, Furs, Jewellery, **Precious Metals, Fine Art and Antiques**.
- Property more specifically insured by this or any other policy.

Contents

Household goods, furnishings, **Fine Art and Antiques**, garden furniture, **Precious Metals, Personal Possessions**, food and drink, and other items in the **Home** which belong to **You** or any member of **Your Household**, or people who are **Your** guests at the **Home** or for which **You** are responsible.

Contents also includes television and radio aerials, **Business Property**, including externally fixed satellite-receiving dishes and their fittings and masts while fixed to the **Buildings** of **Your Home**.

Credit Cards

Credit, cheque, bankers and cash debit cards which belong to **You** or any member of **Your Household**.

Damage

Physical loss or destruction of or damage to the property insured.

Disability

A physical or mental impairment which has a substantial and long term adverse effect on **You** or a member of **Your Household's** ability to carry out normal day to day activities.

Domestic Employee

Any person under a contract of service or apprenticeship with **You** or a member of **Your Household** working in connection with the running of **Your Home** and residing permanently with **You**.

Electronic data downloads

Non recoverable electronic data, legally downloaded by **Your** family from a legitimate website. **Electronic data downloads** does not include software

Endorsement

A variation in the terms (or a change in details) of **Your** policy.

Excess

The amount shown in the policy **Schedule** which **You** pay in the event of each and every **Occurrence** of **Damage**.

Contents does not include:

- **Caravans, Small Craft**, motor vehicles (except for domestic gardening equipment) motorcycles, vessels, trailers, aircraft, any accessories to these items while attached.
- Pets and livestock.
- Landlord's fixtures and fittings.
- Plants, trees and shrubs in the garden.
- Any property which is more specifically insured by this or any other policy.
- Securities, certificates, or documents of any kind.
- Skis (including sticks and bindings), snowboards, water skis, subaqua equipment, surfboards, sailboards and parachutes.

Fees

Architects, surveyors and other professional fees which **You** have to pay in connection with repairing or reinstating the **Buildings**.

Fine Art and Antiques

Items that are rare and attractive, which are of good quality and are in good condition, and reflect the age in which they were made. This includes items such as: paintings, furniture, etchings, tapestries, rugs, manuscripts, porcelains, statues, sculptures, stamp and coin collections, collections or sets of similar items, and all other collectable property, all of which belong to **You** or for which **You** are legally responsible.

Home

The private house, self-contained flat or bungalow at the address including any garage or outbuilding used for domestic purposes (as shown in the **Schedule**).

Index-linked

To help combat inflation the Sums Insured on **Buildings, Contents, Fine Art and Antiques, Precious Metals** and **Personal Possessions** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and the States of Jersey, The Office for National Statistics of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by the **Insurer**).

Insured Person(s)

The person or persons named in the **Schedule** or any member of **Your Household**.

Loss of Limbs

Permanent physical separation of one or more limbs at or above the wrist or ankle or permanent total loss of use of any hand or foot.

Loss of Sight

The total and irrecoverable loss of sight in one or both eyes.

Fees do not include:

- Those which **You** have to pay to prepare a claim or those **You** incur without **Our** permission.

Fine Art and Antiques does not include:

- Any property in the custody of dealers, auction rooms, museums, art galleries, furniture store houses or similar institutions.
- **Precious Metals.**
- **Personal possessions.**

Money

Money belonging to **You** or any member of **Your Household** for private purposes. Money includes the following:

- current coin or bank notes (which do not form part of a collection), cheques, travellers cheques, travel tickets, seasonal travel tickets, and phone cards.
- postal or money orders and current postage stamps.
- national savings stamps and certificates and premium bonds.
- trading stamps including television licence stamps and those bought for gas, electricity or other bills and luncheon vouchers.
- gift vouchers and tokens.
- share certificates.

Occurrence

Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Period of Insurance

The length of time the policy lasts as shown in the **Schedule**. It also includes any extra period for which **We** accept **Your** premium.

Period of Travel Insurance

Cancellation cover applies at the commencement of this Policy or the booking of the holiday whichever is the later provided this is within the **Period of Insurance**. All other covers apply throughout the duration of **Your** holiday including **You** travelling from **Your Home** to the point of departure and on return back to **Your Home** providing this does not take longer than 24 hours.

Important Note

No cover shall apply for any loss or incident which does not occur with or during the **Period of Insurance** shown in the **Schedule** or any extra period for which **We** accept **Your** premium.

Permanent Total Disablement

Being prevented by total disablement from attending to the **Insured Person's** business or occupation or to any business or occupation. **You** must provide **Us** with satisfactory proof that such disablement has continued for one year from the date of the accident and will in all probability continue for the remainder of the **Insured Person's** life.

Personal Possessions

Personal items worn or carried by **You** or any member of **Your Household** including jewellery, furs, watches, photographic equipment, clothing, baggage, pedal cycles, mobile telephones, **Money**, sports equipment, and other similar items usually carried about the person.

Precious Metals

Articles made of precious metals and/or precious stones, gold and silver plated items.

Removal of Debris

Any amount **We** agree to pay for removing debris, demolishing, propping or shoring up parts of the **Buildings** which have been damaged.

Replacement

For **Buildings** – the cost of rebuilding the **Home** and **Buildings** including an allowance for **Fees**, site clearance costs, propping up or supporting parts of **Your Buildings** and meeting any **States of Guernsey and Jersey, Isle of Man or Local Authority Requirements**.

For **Contents, Fine Art and Antiques** and **Precious Metals** – the cost of replacing the insured **Contents, Fine Art and Antiques** and **Precious Metals** of the **Home** with new items of the same kind.

For **Personal Possessions** - the cost of replacing the items insured with new items of the same kind.

Personal Possessions does not include:

- **Precious Metals.**
- **Fine Art and Antiques.**

Precious Metals does not include:

- **Personal Possessions.**
- **Fine Art and Antiques.**

Schedule

The schedule shows details of the **Policyholder**, the property insured, the **Period of Insurance**, the covers provided, and any **Endorsements** which apply. The schedule is part of the policy. **We** will issue a new schedule when the policy is altered.

Small Craft

Any boat including its equipment and trailer described in the **Schedule**, not exceeding 15 years of age or 16 feet in length (or in the case of a sailing dinghy 16 feet 6 inches) and with a design speed of under 17 knots owned by **You** or any member of **Your Household**.

A surfboard or sailboard owned by **You** or any member of **Your Household**.

States of Guernsey and Jersey, Isle of Man or Local Authorities Requirements

The additional costs **You** have to pay to repair the **Damage** to comply with any building regulations, laws or ordinances of the States of Guernsey or Jersey, Isle of Man or other public authority.

Temporary Total Disablement

Being prevented by total disablement from attending to the **Insured Person's** business or occupation.

Territorial Limits

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where the **Home** has not been lived in by **You** or any member of **Your Household** for more than 60 consecutive days.

We, Us, Our, Insurer

Insurance Corporation of the Channel Islands Limited.

You, Your, Policyholder

The person or persons named in the **Schedule**.

Your Household

Your spouse, partner, children, parents, other relatives and **Domestic Employees** who permanently live with **You**.

Costs not included:

Any costs for complying with requirements notified before the **Damage** occurred.

Section 1 - Buildings

Your policy **Schedule** shows if this section applies.

What is covered

We will pay for **Damage** to **Your Buildings** during the **Period of Insurance**.

What is not covered

- **Damage** to fences, gates and hedges, caused by storm, flood, weight of snow, falling trees, telegraph poles or lamp posts (or any parts of them) unless **Your Home** is damaged at the same time.
- **Damage** to fixed domestic water or heating installations caused by corrosion or wear and tear.
- **Damage** caused by subsidence, heave or land slip of the site on which **Your Buildings** stand:
 - to solid floor slabs or **Damage** resulting from their movement, unless the foundations beneath the external walls of the **Home** are damaged at the same time and from the same cause.
 - to swimming pools, tennis courts, central heating oil or gas tanks, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless the **Home** is damaged at the same time and from the same cause.
 - caused by river or coastal erosion, new structures bedding down, newly made-up ground settling, settlement, shrinkage or expansion, demolition, structural alteration or repair, defective design and inadequate foundations which do not meet building regulations current at the time of construction.
- the first £1,000 of each and every **Occurrence** caused by subsidence heave or landslip.
- any **Damage** caused by:
 - any kind of rot, woodworm, moth, insect or vermin, frost, wear and tear, settlement or shrinkage.
 - malicious wilful or deliberate acts by **You** or any member of **Your Household**.
 - faulty workmanship, defective design or use of defective materials, the cost of routine maintenance or normal costs of decoration.
- any **Excess** shown in the **Schedule**.
- the general exclusions of the policy.

Additionally **We** will cover the following:

What is covered

1. Additional expenses

After a claim for **Damage** insured under the **Buildings** cover, **We** will pay the following expenses or losses which **You** have incurred with **Our** written permission:

- Fees to rebuild or repair **Your Buildings**.
- the cost of clearing the site, demolishing, propping up or supporting parts of **Your Buildings** which have been damaged.
- the additional costs of rebuilding or repairing the damaged parts of **Your Buildings** to meet any **States of Guernsey and Jersey, Isle of Man or Local Authority Requirements**.

2. Rent and alternative accommodation or forced evacuation

If **You** have to move out of **Your Home** because of any **Damage** which is insured, **We** will pay **You** the following expenses or losses which **You** have incurred with **Our** written permission:

- the cost of reasonable alternative accommodation while **You** cannot live in **Your Home**.
- or
- rent **You** would have received if **Your Home** could have been lived in or rent which **You** still have to pay.
 - reasonable costs of taking the **Contents** of **Your Home** to the alternative accommodation.
 - the cost of reasonable accommodation if a civil authority will not let **You** live in **Your Home** after a claim for cover insured under this policy affecting a neighbouring property.

3. Trace and access

We will pay reasonable costs incurred following insured **Damage** in finding the source of any escape of water or oil from any fixed domestic water services or heating installations including subsequent repairs to walls, floors or ceilings, subject to a maximum of £25,000 per **Occurrence**.

What is not covered

- any costs of preparing a claim under this policy.
- any costs for requirements notified before the **Damage** occurred.
- the cost of repairs to any fixed domestic water services or heating installation.

What is covered

4. Conveyancing cover

When **You** have exchanged contracts to sell **Your Home**, **We** will give the buyer the benefit of this insurance until the sale is complete.

5. Re-landscaping of gardens

We will pay all reasonable costs incurred as a result of re-landscaping of gardens following insured **Damage to Your Home** but not caused by storm, flood or frost.

The most **We** will pay **You** for any one claim is 15% of the **Buildings** sum insured, **We** will not pay more than £2,500 for any one tree, shrub or plant subject to a maximum claim payment of £25,000 in any one 12 month period.

6. Clearance of drains

We will pay all reasonable costs incurred to clear drains, sewers and gutters being **Your** responsibility as a result of insured **Damage to Your Home** subject to a maximum of £25,000 any one **Occurrence**.

7. Acquired disability

We will pay for essential alterations to facilitate access to **Your Home** due to **Disability** caused by illness or injury which occurred during the **Period of Insurance to You** or any member of **Your Household** excluding any **Domestic Employee**.

The most **We** will pay for any one event is £10,000.

We will not pay any claim where **You** or any member of **Your Household** is entitled to payment or compensation from any other source.

What is not covered

- any claim for **Damage** to the **Buildings** if the buyer is insured under any other policy.

What is covered

8. Property owner's liability

We will pay all amounts which **You** (or after **Your** death **Your** legal representatives) become legally liable to pay due to:

- accidental death of, or bodily injury to, any person other than **You** or any member of **Your Household** or any **Domestic Employee**; or
- **Damage** to property which does not belong to, or is not in the charge or control of, **You** or any member of **Your Household** or any **Domestic Employee**.

which arise from:

- **You** owning the **Home** and its land; or
- **You** previously owning and occupying any **Home** under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) order 1975 or any local equivalent legislation.

We will not pay more than £5,000,000 for any one **occurrence**. In addition, **We** will also pay any costs and expenses **You** have incurred with **Our** written permission.

What is not covered

You are not covered for liability arising:

- from any trade or business activity.
- from the use ownership or possession of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment).
- from a contract unless **You** would have been legally liable anyway.
- from an incident which occurs over 7 years from the date the policy was cancelled after **Your Home** was sold.
- for which **You** are entitled to indemnity from another source.

Protection from inflation

This section is **Index-linked**.

After a claim for **Damage** which is covered under this section, the sum insured will continue to be **Index-linked** while the **Buildings** are being repaired or reinstated as long as **You** take all reasonable steps to make sure the work is completed without delay.

Basis of settling claims

Following insured **Damage**, **We** will settle **Your** claim as explained below

- a) If parts of the **Buildings** damaged by any of the causes insured are repaired or replaced, **We** will pay **You** the full cost of any necessary work done without any reduction for wear tear or betterment if at the time of the loss:
 - the **Buildings** are in good repair
 - the sum insured is not less than the full cost of rebuilding the **Buildings**
- b) If the parts of the **Buildings** damaged by any of the causes insured are not repaired or replaced, or the **Buildings** are not in good repair, or the sum insured is less than the full cost of rebuilding the **Buildings**, **We** will pay **You** at **Our** option
 - the cost of reinstating the **Damage** less an allowance for any wear, tear or betterment or
 - the difference between the value of the **Buildings** prior to the destruction or **Damage** and the value of the **Buildings** following the destruction or **Damage**
- c) If at the time of **Damage** the sum insured on **Buildings** is less than the full cost of rebuilding the **Buildings** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

Amount payable

The maximum amount payable in respect of any one incident is

- i. For **Buildings** including **Fees, Removal of Debris and States of Guernsey and Jersey, Isle of Man or Local Authorities Requirements**
 - The sum insured (less any **Excess**)
- ii. for Rent and Alternative Accommodation
 - 25% of the sum insured on **Buildings** in addition to the amount paid for the **Buildings**.

The sum insured on **Buildings** will not be reduced following payment of a claim.

For **Buildings**, in the event of insured **Damage** to a pair or set, **We** will pay whichever is the lower of the following, but not more than the sum insured

- The cost of restoring the damaged item to its condition immediately before the loss; or
- The cost of **Replacement**

However, if **You** agree to surrender the undamaged part(s) of the pair or set to **Us** and **We** agree to accept, **We** will pay the full **Replacement** cost of the pair or set but not more than the sum insured.

Section 2A - Contents

Your policy **Schedule** shows if this section applies.

What is covered

We will pay for **Damage** to **Your Contents** while they are in **Your Home** or in the open within the boundaries of the land belonging to **Your Home**.

What is not covered

- **Damage** to fixed domestic water or heating installations caused by corrosion or wear and tear.
- **Damage** caused by weight of snow unless the **Buildings** are damaged at the same time.
- **Damage** caused by coastal or river erosion.
- any **Damage**:
 - from any unattended vehicle.
 - whilst the property is in a furniture storehouse, or in the course of household removal unless specifically covered under Removal by professional contractors.
 - caused by any kind of rot, woodworm, moth, insect or vermin, frost, atmospheric or climatic condition.
 - caused by any kind of cleaning, dyeing, repairing or restoring; due to wear and tear or depreciation; faulty workmanship, defective design or defective materials; settlement or shrinkage.
 - caused by malicious wilful or deliberate acts by **You** or any member of **Your Household**.
 - caused by chewing, scratching, tearing or fouling by domestic pets.
- **Fine Art and Antiques** if more specifically insured under Section 2B – Fine Art and Antiques.
- **Precious Metals** if more specifically insured under Section 2C – Precious Metals.
- any **Excess** shown in the **Schedule**.
- the general exclusions of the policy.

Additionally, **We** will cover the following:

What is covered

1. New acquisitions

We will provide cover for **Your** newly acquired **Contents** up to 20% of the total **Contents** sum insured or up to a maximum limit of £50,000 whichever is the lesser, provided that **You** advise **Us** within 45 days from the date of purchase and pay the full additional premium.

We reserve the right not to insure the newly acquired articles after the 45th day.

2. Removal by professional contractors

We will pay for accidental **Damage** to **Contents** in the course of removal by professional removal contractors between **Your Home** and any new permanent residence anywhere within the Channel Islands, including temporary storage up to 7 days.

3. Paying guests

Damage to the **Contents** whilst **Your Home** is occupied by paying guests in addition to members of **Your Household**. **We** must be notified if the number of paying guests exceeds six adults.

4. Freezer contents

We will pay **You** the cost of replacing food in **Your** domestic deep freezer if it is spoiled by any of the following:

- The freezer unit accidentally breaking down.
- The refrigerant or refrigerant fumes escaping from the unit.
- The electricity or gas supply accidentally failing.

5. Loss of rent, the cost of alternative accommodation or forced evacuation

While **Your Home** cannot be lived in due to any **Damage** which is insured **We** will pay **You** the following:

- cost of reasonable alternative accommodation for **You, Your Household** and **Your** domestic pets, if this is necessary (as long as **You** have **Our** written permission).
- Rent which **You** still have to pay.

What is not covered

Damage to:

- **Personal Possessions.**
- china, glass or earthenware or other brittle items unless they have been packed for removal by the same professional removal contractor.

Damage:

- if caused by malicious wilful or deliberate acts of the supply authority.
- caused by malicious wilful or deliberate acts by **You** or any member of **Your Household**.

What is covered

6. Wedding gifts

If any or **Your** children who permanently live with **You** get married, **We** will cover their wedding gifts for 1 month before and after the wedding date up to a maximum total limit of £10,000.

7. Loss of keys

We will pay **You** for replacing locks, including keys to:

- any external doors and windows; and
- intruder alarms and safes installed in **Your Home**

if the keys are:

- stolen; or
- accidentally lost.

Up to a maximum limit of £1,000 in any one **Period of Insurance**.

8. Seasonal increase in sum insured

We will automatically increase **Your Contents** sum insured by 20% for the months of December, January and February.

9. Students possessions

We will pay for the accidental **Damage** to the possessions of **You** or any member of **Your Household** whilst living away from **Home** attending School, University or College.

The most **We** will pay **You**, for any one item is £1,000 and £7,500 for any one **Occurrence**.

10. Mirrors and glass

Breakage of mirrors, glass or ceramic hobs or tops to furniture and fixed glass in furniture in **Your Home**.

What is not covered

- theft of unattended possessions unless a person has used force and violence to enter or leave the room.

What is covered

11. Loss of title deeds

We will pay **You** if **You** need to replace the title deeds to **Your Home** as a result of any physical **Damage** insured. **You** are covered while the title deeds are within **Your Home** or in **Your** bank.

12. Temporary removal

Damage to the **Contents** by any insured cause up to a maximum of 15% of the **Contents** sum insured while temporarily removed from **Your Home** elsewhere in the **Territorial Limits**.

13. Hole in one cover

We will pay £250 in the event of a hole in one achieved by **You** during an official competition. The score cards and certificate from **Your** club or match secretary must be submitted to **Us** in the event of a claim.

The most **We** will pay is £500 in any one 12 month period.

14. Liability as a tenant

We will pay all amounts that **You** become legally liable to pay because of **Your** tenancy of the **Home** following any insured **Damage** to the **Buildings**.

The most **We** will pay is 25% of the total sum insured on **Contents** in any one 12 month period.

What is not covered

- **Damage** in a furniture depository, sale or exhibition.
- **Damage** by theft unless force is used to gain entry into or exit from a building.
- **Damage** to **Contents** belonging to or in the custody of **You** or any member of **Your Household** whilst residing away from **Home** for the purposes of further education.
- **Personal Possessions**.

Damage:

- to any property which **You** own.
- caused by malicious wilful or deliberate acts by **You** or any member of **Your Household**.

Liability arising for which **You** are entitled to indemnity from another source.

What is covered

15. Liability for domestic employees

We will pay all amounts that **You** become legally liable to pay due to a **Domestic Employee's** accidental death or bodily injury.

The cause of the accidental death or bodily injury must arise from and during any such person's employment by **You**, solely for private domestic duties. The cover applies within the **Territorial Limits** or during a temporary visit elsewhere in the world. The employee must be a citizen or ordinary resident of the **Territorial Limits**.

We will not pay more than £10,000,000 in respect of any one **Occurrence**.

In addition, **We** will also pay any costs and expenses **You** have incurred with **Our** written permission.

16. Witness expenses

Expenses incurred by any member of **Your Household** when required to act as a witness for criminal proceedings in a court as a prosecution witness or subpoenaed by the court for the purposes of the conduct of criminal proceedings up to £100 per day for each day or part of a day subject to a maximum of £1,000 in any one **Period of Insurance**.

What is not covered

Liability arising:

- in connection with any motor vehicle in the United States of America or Canada.
- from the use of a motor vehicle or any other mechanically propelled vehicle where compulsory insurance is required to comply with the Road Traffic Acts or any equivalent local legislation
- from the transmission of any communicable disease.
- from any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- from malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- for which **You** are entitled to indemnity from another source.
- any court attendance expenses where **You** or any member of **Your Household** has not been a material witness to a crime.
- attendance at proceedings that have been brought against **You** or any member of **Your Household**.
- any court attendance for civil court proceedings.

What is covered

17. Liability to the public and personal liability

We will pay all amounts which **You** (or, after **Your** death, **Your** legal representatives) and **Your Household** become legally liable to pay, due to:

- accidental death of or bodily injury to any person other than **You** or any member of **Your Household** or any **Domestic Employee**.
- **Damage** to property which does not belong to **You** or is in the charge or control of **You** or **Your Household** or any **Domestic Employee** other than any building temporarily occupied for private purposes. The **Damage** must occur within the **Territorial Limits** or during a temporary visit elsewhere in the world.

We will not pay more than £5,000,000 for any one **Occurrence**. In addition, **We** will pay any costs and expenses **You** have incurred with **Our** written permission.

What is not covered

Liability arising from the following:

- **You** owning the **Home** and its land or any other building or land.
- any profession, business or employment involving **You** or any member of **Your Household**.
- **You** occupying any land or building other than **Your Home**.
- **You** owning or possessing a proscribed creature under the Dangerous Dogs Act 1991 (and any amending Legislation), wherever such liability arises.
- a contract, unless **You** would have been legally liable anyway.
- transmission of any communicable disease.
- any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- malicious wilful or deliberate acts by **You** or a member of **Your Household**.
- the direct or indirect consequences of assault or alleged assault.

Liability for which **You** are entitled to indemnity from another source.

You owning, possessing or using any:

- lift, caravan, aircraft (including model aircraft) or watercraft.
- mechanically or electrically propelled vehicles (other than domestic garden equipment).
- creatures other than horses, domestic dogs or cats.

What is covered

18. Unrecovered damages

We will pay **You** all sums which **You** have been awarded in courts of **Territorial Limits** jurisdiction and which have not been paid to **You** within 3 months of the date of the award, if:

- the liability to the public and personal liability cover, above, would have insured **You** if the award had been made against **You** rather than in **Your** favour; and
- **You** do not have an appeal pending.

We will not pay more than the limit of indemnity under the liability to the public and personal liability cover.

19. Loss of oil and metered water

- accidental loss of metered water at **Your Home**
- accidental loss of domestic heating oil at **Your Home** up to a maximum of £5,000 in any one **Period of Insurance**

20. Electronic data downloads

The cost of replacing **Electronic data downloads** following insured **Damage** to **Your Contents** up to a maximum of £2,500 in any one **Period of Insurance**

What is not covered

- loss occurring after **Your Home** has been **Unoccupied** for more than 60 consecutive days
- loss or damage excluded elsewhere in Section 2A-Contents
- the cost of remaking or recreating a disc, tape or film
- any data not commercially available at the time of the loss
- loss or damage excluded elsewhere in Section 2A-Contents

Protection from inflation

This section is **Index-linked**.

Basis of settling claims

Following insured **Damage**

a) Provided that at the time of **Damage** the sum insured on **Contents** is at least equal to the cost of replacing all the **Contents** as new

We will at **Our** option

either

- Pay the cost of repairing
- Pay the cost of replacing as new with an item of similar quality
- Replace as new with an item of similar quality

or

- Make a cash payment for any items of **Contents** lost or damaged.

b) If the sum insured at the time of the **Damage** is not as described above or **You** do not intend to repair or replace, **We** may make a deduction for wear, tear or betterment on all items lost or damaged.

c) If at the time of **Damage** the sum insured on **Contents** is less than the value of the **Contents** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

Amount payable

The maximum amount payable in respect of any incident is

- I. For unspecified **Fine Art and Antiques** a maximum of £15,000 for any one item.
- II. For unspecified **Precious Metals** a maximum of £10,000 for any one item.
- III. For **Business Property** £15,000 in total including up to a maximum of £2,000 for stock.
- IV. For **Money** £5,000 any one claim.
- V. For **Contents** including I, II, III and IV above the sum insured (less any **Excess**).

The sum insured on **Contents** will not be reduced following payment of a claim.

For **Contents**, in the event of insured **Damage** to a pair or set, **We** will pay whichever is the lower of the following, but not more than the sum insured

- The cost of restoring the **Damaged** item to its condition immediately before the loss; or
- The cost of **Replacement**

However, if **You** agree to surrender the undamaged part(s) of the pair or set to **Us** and **We** agree to accept, **We** will pay the full **Replacement** cost of the pair or set but not more than the sum insured.

Section 2B - Fine Art and Antiques

Your policy **Schedule** shows if this section applies.

What is covered

We will pay for **Damage** to **Your Fine Art and Antiques** while they are in **Your Home** and up to a maximum of £200,000 whilst temporarily removed from **Your Home** for the purpose of cleaning, renovation or repairs or in transit to or from **Your Home** if removed for the purpose of sale at or to a saleroom, auction, gallery or dealer provided the items have been professionally packaged and transported.

What is not covered

- **Damage** to unspecified items of **Fine Art and Antiques** in excess of £15,000 any one item.
- **Damage** caused by weight of snow unless the **Buildings** are damaged at the time.
- **Damage** caused by coastal or river erosion.
- any **Damage**:
 - whilst unattended away from **Your Home**.
 - caused by any kind of rot, woodworm, moth, insect or vermin, frost, atmospheric or climatic condition.
 - caused by any kind of cleaning, dyeing, repairing or restoring; due to wear and tear or depreciation; due to faulty workmanship, defective design or defective materials.
 - caused by chewing, scratching, tearing or fouling by domestic pets.
 - caused by malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- any **Excess** shown in the **Schedule**.
- the general exclusions of the policy.
- damage caused when the items are in the custody of dealers, auction rooms, museums or art galleries when insured in the name of such institutions.

Additionally, **We** will cover the following:

What is covered

1. New acquisitions

We will pay **You** for newly-acquired **Fine Art and Antiques** items, which are to be specified under this section, up to 25% of the total sum insured for all items specified under this section or up to £150,000 whichever is the lesser provided that **You** advise **Us** within 45 days from the date of purchase and pay the full additional premium.

We reserve the right not to insure the newly acquired articles after the 45th day.

2. Removal by professional contractors

We will pay for accidental **Damage to Fine Art and Antiques** in the course of removal by professional removal contractors between **Your Home** and any new permanent residence anywhere within the Channel Islands, including temporary storage for up to 7 days.

3. Death of the artist

If since the inception of this policy or since the last renewal date, whichever is the later, the value of a work of art specified under this section has to be increased due to the death of the artist within the same period of time, **We** will pay up to the sum insured plus an additional 100% of the sum insured for the article in the event of insured **Damage**.

What is not covered

We will not pay for **Damage** to:

- china, glass, or earthenware or other brittle items unless they have been packed for removal by the same professional removal contractor.

Protection from inflation

This section is **Index-linked**.

Basis of settling claims

Following insured **Damage**

a) Provided that at the time of **Damage** the sum insured on **Fine Art and Antiques** is at least equal to the cost of replacing all the **Fine Art and Antiques** as new

We will at **Our** option

either

- Pay the cost of repairing
- Pay the cost of replacing as new with an item of similar quality
- Pay the cost of restoration plus any loss in market value
- Replace as new with an item of similar quality

or

- Make a cash payment for any items of **Fine Art and Antiques** lost or damaged

b) If the sum insured at the time of the **Damage** is not as described above or **You** do not intend to repair or replace, **We** may make a deduction for wear, tear or betterment on all items lost or damaged

c) If at the time of **Damage** the sum insured on **Fine Art and Antiques** is less than the value of the **Fine Art and Antiques** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

Amount payable

The maximum amount payable in respect of any incident is

- For unspecified Fine Art and Antiques
 - The sum insured (less any **Excess**)
- For specified Fine Art and Antiques
 - The sum insured (less any **Excess**)

The sum insured on **Fine Art and Antiques** will not be reduced following payment of a claim.

For **Fine Art and Antiques**, in the event of insured **Damage** to a pair or set, **We** will pay whichever is the lower of the following, but not more than the sum insured

- The cost of restoring the damaged item to its condition immediately before the loss; or
- The cost of **Replacement** of the damaged item; or
- The difference in the market value of the pair or set between the market value immediately before and after the **Damage** occurred.

However, if **You** agree to surrender the undamaged part(s) of the pair or set to **Us** and **We** agree to accept – **We** will pay the full **Replacement** cost of the pair or set but not more than the sum insured.

Section 2C - Precious Metals

Your policy **Schedule** shows if this section applies.

What is covered

We will pay for **Damage** to **Your Precious Metals** while they are in **Your Home** or its domestic outbuildings and garages or in the open within the boundaries of the land belonging to **Your Home** and up to a maximum of £200,000 whilst temporarily removed from **Your Home** for the purpose of cleaning, renovation or repairs or in transit to or from **Your Home** if removed for the purpose of sale at or to a saleroom, auction, gallery or dealer provided the items have been professionally packaged and transported.

What is not covered

- **Damage** to unspecified items of **Precious Metals** in excess of £10,000 any one item.
- **Damage** caused by weight of snow unless the **Buildings** are damaged at the time.
- **Damage** caused by coastal or river erosion.
- any **Damage**:
 - from any unattended vehicle.
 - whilst the property is in a furniture storehouse, or in the course of household removal unless specifically covered under Removal by professional contractors.
 - caused by any kind of rot, woodworm, moth, insect or vermin, frost, atmospheric or climatic condition.
 - caused by any kind of cleaning, dyeing, repairing or restoring; due to wear and tear or depreciation; due to faulty workmanship, defective design or defective materials.
 - caused by chewing, scratching, tearing or fouling by domestic pets.
 - caused by malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- any **Excess** shown in the **Schedule**.
- the general exclusions of the policy.
- damage caused when the items are in the custody of dealers, auction rooms, museums or art galleries when insured in the name of such institutions.

Additionally, **We** will cover the following:

What is covered

1. New acquisitions

We will pay **You** for newly-acquired **Precious Metals** items, which are to be specified under this section, up to 25% of the total sum insured for all items specified under this section, or £75,000 whichever is the lesser provided that **You** advise **Us** within 45 days from the date of purchase and pay the full additional premium.

We reserve the right not to insure the newly acquired articles after the 45th day.

2. Removal by professional contractors

We will pay for accidental **Damage** to **Precious Metals** in the course of removal by professional removal contractors between **Your Home** and any new permanent residence anywhere within the Channel Islands, including temporary storage for up to 7 days.

3. Death of the artist

If since the inception of this policy or since the last renewal date, whichever is the later, the value of a work of **Precious Metals** specified under this section has to be increased due to the death of the artist within the same period of time, **We** will pay up to the sum insured plus an additional 100% of the sum insured for the article in the event of insured **Damage**.

What is not covered

We will not pay for **Damage** to:

- brittle items unless they have been packed for removal by the same professional removal contractor.

Protection from inflation

This section is **Index-linked**.

Basis of settling claims

Following insured **Damage**

a) Provided that at the time of **Damage** the sum insured on **Precious Metals** is at least equal to the cost of replacing all the **Precious Metals** as new

We will at **Our** option

either

- Pay the cost of repairing
- Pay the cost of replacing as new with an item of similar quality
- Pay the cost of restoration plus any loss in market value
- Replace as new with an item of similar quality

or

- Make a cash payment for any items of **Precious Metals** lost or damaged
- b) If the sum insured at the time of the **Damage** is not as described above or **You** do not intend to repair or replace, **We** may make a deduction for wear, tear or betterment on all items lost or damaged
- c) If at the time of **Damage** the sum insured on Precious Metals is less than the value of the **Precious Metals** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

Amount payable

The maximum amount payable in respect of any incident is

- For unspecified **Precious Metals**
 - The sum insured (less any **Excess**)
- For specified **Precious Metals**
 - The sum insured (less any **Excess**)

The sum insured on **Precious Metals** will not be reduced following payment of a claim.

For **Precious Metals**, in the event of insured **Damage** to a pair or set, **We** will pay whichever is the lower of the following, but not more than the sum insured

- The cost of restoring the damaged item to its condition immediately before the loss; or
- The cost of **Replacement** of the damaged item; or
- The difference in the market value of the pair or set between the market value immediately before and after the **Damage** occurred.

However, if **You** agree to surrender the undamaged part(s) of the pair or set to **Us** and **We** agree to accept, **We** will pay the full **Replacement** cost of the pair or set but not more than the sum insured.

Section 3 - Personal Possessions

What is covered

We will cover **You** for **Damage** anywhere in the world caused to

- a) Unspecified **Personal Possessions** up to a maximum of 40% of the contents sum insured shown in the Schedule subject to a maximum of £60,000 in all and a maximum £5,000 any one item
- b) Other **Personal Possessions** specified in the Schedule up to the sum insured shown

What is not covered

- **Damage** to unspecified items of **Personal Possessions** in excess of £5,000 any one item.
- **Damage** involving:
 - wear and tear, deterioration, mildew, moth, insects and/or vermin, or any repair, restoration or renovation work.
 - any property used professionally or for any trade purposes.
 - theft from an unattended unoccupied motor vehicle unless the windows are closed and all doors and the boot locked and the items are out of view.
- contact lenses
- theft of pedal cycles or parts of the pedal cycle whilst outside the boundaries of the land to the **Home** unless the pedal cycle is in a locked building or has been attached to a permanent fixture and immobilised by a security device.
- **Damage** to tyres or accessories unless the pedal cycle is lost or damaged at the same time.
- **Damage** to pedal cycles while being used for racing.
- **Damage** caused by malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- any **Excess** shown in the **Schedule**.
- the general exclusions of the policy.

Additionally, **We** will cover the following:

What is covered

1. New acquisitions

We will pay **You** for newly-acquired **Personal Possessions** items, which are to be specified under this section, up to 25% of the total sum insured for all specified items under this section or up to £50,000 whichever is the lesser provided that **You** advise **Us** within 45 days from the date of purchase and pay the full additional premium.

We reserve the right not to insure the newly acquired articles after the 45th day.

2. Money and Credit Cards

• Money

We will pay for loss of **Your Money**.

The most **We** will pay **You** for any one claim is £5,000.

• Credit Cards

We will pay for loss due to unauthorised use of **Your Credit Cards**.

The most **We** will pay **You** for any one claim is £25,000.

What is not covered

- any losses which are not reported to the police (and for **Credit Cards** to the issuer of the card) within 24 hours of discovering the loss.
- loss of value, confiscation or shortages due to **Your** error.
- for **Credit Cards**, any losses due to **You** breaking the terms and conditions of use.

Protection from inflation

This section is **Index-linked**.

Basis of settling claims

Following insured **Damage**

a) Provided that at the time of **Damage** the sum insured on **Personal Possessions** is at least equal to the cost of replacing all the **Personal Possessions** as new

We will at **Our** option

either

- Pay the cost of repairing
- Pay the cost of replacing as new with an item of similar quality
- Replace as new with an item of similar quality

or

- Make a cash payment for any items of **Personal Possessions** lost or damaged

b) If the sum insured at the time of the **Damage** is not as described above or **You** do not intend to repair or replace, **We** may make a deduction for wear, tear or betterment on all items lost or damaged

c) If at the time of **Damage** the sum insured on **Personal Possessions** is less than the value of the **Personal Possessions** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

Amount payable

The maximum amount payable in respect of any incident is

i. For unspecified **Personal Possessions**

- The sum insured (less any **Excess**)

ii. For specified **Personal Possessions**

- The sum insured (less any **Excess**)

iii. For theft or attempted theft from unattended vehicles

- £2,500 any one occurrence (less any **Excess**)

The sum insured on **Personal Possessions** will not be reduced following payment of a claim.

For **Personal Possessions**, in the event of insured **Damage** to a pair or set, **We** will pay whichever is the lower of the following, but not more than the sum insured

- The cost of restoring the damaged item to its condition immediately before the loss; or
- The cost of **Replacement**; or
- The difference in the market value of the pair or set between the market value immediately before and after the **Damage** occurred.

However, if **You** agree to surrender the undamaged part(s) of the pair or set to **Us** and **We** agree to accept – **We** will pay the full **Replacement** cost of the pair or set but not more than the sum insured.

Section 4 - Small Craft

What is covered

Small Craft

- ashore anywhere within the **Territorial Limits**.
- afloat when not in use in the waters of the **Territorial Limits** on a suitable and well maintained unexposed mooring between 1st May and 30th September.
- whilst actually in use in the waters of the **Territorial Limits** and in European coastal waters for up to 45 days in any one **Period of Insurance**.
- in transit by sea, road or rail.

What is not covered

We will not pay for

- any **Excess** shown in the **Schedule**.
- **Damage** caused by wear and tear.
- **Damage** resulting from faulty construction or design.
- mechanical or electrical breakdown.
- **Damage** caused by the **Small Craft's** unseaworthiness.
- **Damage** caused by theft of the **Small Craft's** machinery or equipment unless force is used to gain entry into the **Small Craft** or its store.
- **Damage** caused by theft of an outboard motor, unless securely locked to the **Small Craft** by an anti-theft device or from a locked store.
- **Damage** caused by the theft of a trailer unless it is immobilised or kept in a locked store when not in use.
- **Damage** to the skeg or daggerboard of a sailboard or **Damage** caused by theft of a surfboard or sailboard unless from within locked premises or from a vehicle where a security lock is employed.
- **Damage** to sails or protective covers split by the wind or blown away whilst set unless
 - caused by the **Small Craft** being stranded or in collision or in contact with any external substance other than water.
 - resulting from **Damage** to the spars to which the sails are bent occurring whilst racing (if shown as insured in the **Schedule**).
- **Damage** whilst the **Small Craft** is
 - Let out on hire or charter.
 - Being used for business purposes.
 - Towing other craft unless they are in distress.
 - Being towed on water except as is customary or when in need of assistance.
- **Damage** sustained whilst racing (unless otherwise shown in the **Schedule**).
- malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- the general exclusions of the policy.

Basis of settling claims

We will at **Our** option

either

- Pay the cost of repairing
- Pay the cost of replacing as new with an item of similar quality
- Replace as new with an item of similar quality

or

- Make a cash payment for any item lost or damaged

If **You** do not intend to repair, or replace **We** may make a deduction for wear, tear or betterment on all items lost or damaged

Amount payable

The maximum amount payable in respect of any incident is

- The sum insured (less any **Excess**)

The sum insured will not be reduced following payment of a claim.

Third Party Liability

Damages and Costs

We will pay any amounts which **You** or any member of **Your Household** becomes legally liable to pay in respect of

Accidental bodily injury, death or disease of any person including passengers.

Damage to property including piers, docks, wharves and jetties.

Arising out of the ownership or use of **Your Small Craft**.

We will also pay for

Other expenses

- a) Costs which **You** or any member of **Your Household** becomes legally liable to pay for salvaging or attempting to salvage **Your Small Craft**.
- b) Expenses **You** have to pay to reduce or avoid the **Damage** to **Your Small Craft**.
- c) Other costs expenses and legal **Fees** which **You** incur with **Our** written permission.

We will also cover the legal liability of any other person who is using or has the custody of the **Small Craft** with **Your** permission and who is not insured elsewhere.

Limit

£1,000,000 in respect of any one **Occurrence**.

In addition, **We** will pay the amounts specified in a), b) and c) above.

If **You** or the member of **Your Household** claiming should die, **You** or their legal personal representatives will have the protection of this Cover.

We will not pay for liability directly or indirectly arising from

- accidental bodily injury, death or disease of **You** or any member of **Your Household** or any person employed by **You** directly or indirectly in connection with the **Small Craft**.
- the transmission of any communicable disease or virus by any member of **Your Household**.
- **Damage** to property owned, occupied or in the custody of **You** or any member of **Your Household**.
- use or custody of the **Small Craft** by an operator or employee of any shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organisation.
- letting out on hire or charter.
- use for business purposes.
- towing other craft unless they are in distress.
- the **Small Craft** being towed in water except as is customary or when in need of assistance.
- transit by road or rail.
- racing (unless otherwise shown in the **Schedule**).
- malicious wilful or deliberate acts by **You** or any member of **Your Household**.

Section 5 - Caravans

What is covered

1. Damage to the Caravan

- a) Anywhere within the **Territorial Limits**.
- b) Elsewhere in Europe for up to 60 days in any one **Period of Insurance**.
- c) In transit by sea between ports in Europe by a recognised passenger carrying service, providing that the journey does not take longer than 65 hours under normal conditions.

What is not covered

We will not pay for

- any **Excess** shown in the **Schedule**.
- **Caravans** which are permanently sited, used as permanent dwellings or on hire, including their accessories and contents.
- Property used or held solely for business or professional purposes.
- **Damage** caused by chewing, scratching, tearing or fouling by domestic pets for which **You** or any member of **Your Household** is responsible, vermin, insects, mildew or fungus.
- mechanical or electrical breakdown.
- loss by deception.
- **Damage** to tyres caused by punctures, cuts or bursts.
- **Damage** whilst being towed during hire.
- **Damage** to furniture, furnishings or utensils caused by theft, malicious persons or vandals when **You** leave **Your Caravan** unattended unless the **Damage** occurred when **Your Caravan** was fully locked.
- clothing, **Personal Possessions** and **Fine Art and Antiques**.
- **Money** and **Credit Cards**.
- theft of the **Caravan** unless the towbar is fitted with an anti-theft lock at all times or the wheels are secured with a security device when parked.
- malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- the general exclusions of the policy.

What is covered

2. Recovery and re-delivery

The reasonable cost of

- a) Protecting **Your Caravan** and removing it to the nearest competent repairers if it is not roadworthy as a result of an insured cause.
- b) Delivery to **Your Home**, but if **Your Caravan** is damaged on the Continent of Europe and cannot be economically repaired before **You** intend to return home, **We** will only pay the cost of
 - i. removing **Your Caravan** to the Continental port of embarkation.
 - ii. any additional freight charged from that port to the **Territorial Limits**.
 - iii. returning **Your Caravan** from the port of the **Territorial Limits** to **Your Home**.

In addition **We** will pay any Customs Duty **You** have to pay on **Your Caravan** following **Damage** insured by this Cover, when it is temporarily imported into any country on the Continent of Europe.

3. Loss of use

- a) the reasonable costs of hiring another caravan or other alternative accommodation.
- b) lost hiring charges for bookings accepted prior to the **Damage**

While **Your Caravan** is uninhabitable as a result of **Damage** insured by this Cover

4. Salvage charges

All reasonable costs and expenses which **You** have to pay to reduce or avoid **Damage** which would have resulted in a claim under this Cover during the course of any sea transit defined in paragraph 1c) above.

Basis of settling claims

We will at **Our** option

either

- a) pay the cost of repairing the **Caravan**
- b) if the **Caravan** is lost or damaged beyond economic repair we may settle the claim as follows:
 - i if **Your Caravan** is under five years old from the date of manufacture and **You** have been the only owner **We** may replace **Your Caravan** with a new **Caravan** of the same make and model (or nearest equivalent). You must ensure that the sum insured is adequate to reflect the replacement cost of a new **Caravan** of the same make and model
 - ii if paragraph i does not apply **We** may pay the retail value of the **Caravan** at the time of loss or damage less a deduction to reflect the condition of the **Caravan** prior to the loss
- c) make a cash payment

If **You** do not intend to repair, or replace **We** may make a deduction for wear, tear or betterment on all items lost or damaged

Amount payable

The maximum amount payable in respect of any one incident under each of the categories under paragraphs 1 to 4 (less any **Excess**) are as follows

1. The sum insured for the item lost or damaged
2. £1,000
3. £25 per person per day subject to £500 in total
4. Unlimited

The sum insured will not be reduced following payment of a claim.

Third Party Liability

Damages and Costs

We will pay any amounts which **You** or any member of **Your Household** becomes legally liable to pay in respect of

Accidental bodily injury, death or disease of any person

Damage to property

arising out of the ownership or use of **Your Caravan**

We will also cover the legal liability of any person who is using or has custody of the **Caravan** with **Your** permission and who is not insured elsewhere

Limit

£2,000,000 in respect of one **Occurrence** plus any other costs and legal fees **You** incur with **Our** written permission.

We will not pay for liability directly or indirectly arising from

- injury, death or disease of **You** or any member of **Your Household**.
- the transmission of any communicable disease or virus by **You** or any member of **Your Household**.
- **Damage** to property owned, occupied or in the custody of **You** or any member of **Your Household**.
- use of a motor vehicle.
- a **Caravan** which is permanently sited or used as a permanent dwelling or is on hire.
- towing during hire.
- an agreement unless the liability would have existed without the agreement.
- malicious wilful or deliberate acts by **You** or any member of **Your Household**.

If **You** or the member of **Your Household** claiming should die, **You** or their legal personal representatives will have the protection of this Cover.

Section 6 - Horses and Ponies

What is covered

The Animal

Any **Animal** shown in the **Schedule** used for private hacking, gymkhanas, pony club events and showjumping for

- a) Death

- b) Permanent inability to perform the duties for which it is kept

- c) Veterinary fees which **You** have to pay for its treatment resulting from an accident, illness or disease sustained within the **Territorial Limits** during the **Period of Insurance**

- d) Loss by theft or straying

The Equipment

- a) **Damage** to saddles, bridles and riding tack owned by **You** or any member of **Your Household**.

What is not covered

We will not pay for

- any **Excess** shown in the **Schedule**.
- malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- the general exclusions of the policy.

- slaughter without **Our** consent unless on humane grounds.
- destruction in compliance with statute or other order.
- death from castration or other surgical operations unless conducted by a veterinary surgeon to save the **Animal's** life.
- blemishes which render the **Animal** unsuitable for showing because of its appearance.
- treatment for foaling or protective inoculations.
- fees for castration or other surgical operations, unless conducted to save the **Animal's** life.

- loss by deception.

- any **Excess** shown in the **Schedule**.
- malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- the general exclusions of the policy.
- **Damage** caused by wear and tear.
- **Damage** caused by cleaning, repairing, restoring or renovating.
- **Damage** caused by chewing, scratching, tearing or fouling by domestic pets for which **You** or any member of **Your Household** is responsible, vermin, insects, mildew or fungus.
- loss by theft from a commercial riding establishment.
- loss by deception.

What is covered

b) **Damage** to the non-motorised horse-box shown in the **Schedule**.

What is not covered

- any **Excess** shown in the **Schedule**.
- malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- the general exclusions of the policy.
- **Damage** caused by wear and tear.
- **Damage** caused by cleaning, repairing, restoring or renovating.
- **Damage** unless the horse-box is immobilised when not attached to the towing vehicle.
- loss by deception.

Basis of settling claims for The Animal

Amount payable

The maximum amount payable in respect of any one incident under each of the categories (less any **Excess** shown in the **Schedule**) is

- a) or d) The lower of the sum insured for the **Animal** or its market value
- b) The lower of 50% of the sum insured for the **Animal** or 50% of its market value immediately before the claim
- c) £200 for one course of treatment

Conditions

1. Following payment of a claim all cover for the disabled **Animal** will cease.
2. In the event of accident or disability **You** must immediately arrange for a veterinary surgeon to attend and treat the **Animal**. The vet's report must be sent to **Us** if **We** request it. If the **Animal** dies **You** are responsible for disposal of the carcass. Any amount raised from the disposal belongs to **Us** and must be forwarded to **Us**

Basis of settling claims for The Equipment

We will at **Our** option

either

- Pay the cost of repairing
- Pay the cost of replacing as new with an item of similar quality
- Replace as new with an item of similar quality

or

- Make a cash payment for any items lost or damaged

If **You** do not intend to repair, or replace **We** may make a deduction for wear, tear or betterment on all items lost or damaged

Amount payable

The maximum amount payable in respect of any one incident under each of the categories (less any **Excess** shown in the **Schedule**) is

- a) Saddles, bridles and riding tack: £500 increased to £750 for **Animals** insured for over £1,000.
- b) Non-motorised horse-box: the sum insured.

Third Party Liability

Damages and Costs

We will pay any amounts which **You** or any member of **Your Household** becomes legally liable to pay in respect of

Accidental bodily injury, death or disease of any person

Damage to property

arising out of the ownership or use of

- a) The **Animal** named in the **Schedule**
- b) Any vehicle whilst being drawn by the **Animal**
- c) Any land or building for stabling or grazing the **Animal**

We will also cover the legal liability of any other person who is using or has custody of the **Animal** with **Your** permission and who is not insured elsewhere

Limit

£2,000,000 in respect of any one **Occurrence** plus any other costs and legal fees **You** incur with **Our** written permission

We will not pay for liability directly or indirectly arising from

- malicious wilful or deliberate acts by **You** or any member of **Your Household**.
- injury, death or disease of **You** or any member of **Your Household**.
- the transmission of any communicable disease or virus by **You** or any member of **Your Household**.
- **Damage** to property owned, occupied or in the custody of **You** or any member of **Your Household**.
- the employment, business or profession of any member of **Your Household**
- an agreement unless it would have existed without the agreement.
- the **Animal** being kept for purposes other than private hacking, gymkhanas, pony club events and show-jumping.

If **You** or the member of **Your Household** claiming should die, **Your** or their legal personal representatives will have the protection of this Cover.

Section 7 - Holiday Travel

Cover 1 - Personal Accident

What is covered

We will pay

the Benefit below if during the **Period of Travel Insurance You** or any member of **Your Household** suffers accidental bodily injury which is the sole and direct cause of

1. Death within 24 months of the accident
2. **Loss of Limbs or Sight**
3. **Permanent Total Disablement**
4. **Temporary Total Disablement**

Benefits for persons aged 16-70 years of age

<i>Cause</i>	<i>Benefit</i>
1.	£50,000
2.	£50,000
3.	£50,000
4.	£100 per week

Benefits for persons under 16 years of age

<i>Cause</i>	<i>Benefit</i>
1.	£5,000
2.	£25,000
3.	£25,000
4.	Nil

Once a payment has been made for Causes 2. or 3. all cover for that person ceases

Payment for Cause 4. shall be made at intervals of not less than 4 weeks for a period of up to 2 years from the date of the accident or up to the time payment is made for Causes 1. 2. or 3 whichever is the earlier.

What is not covered

We will not pay for death, injury or sickness to **You** or any member of **Your Household** when travelling or intending to travel resulting from

- a holiday undertaken against the advice of a qualified medical practitioner or for the purpose of obtaining medical treatment
- participation in winter sports or motor cycling
- alcoholism or drug addiction
- intentional self-inflicted injury, suicide, attempted suicide, driving with more than the legally permitted level of alcohol in the blood or under the influence of drugs
- flying or taking part in aerial activities except where travelling in an aircraft as a passenger and not as aircrew
- pregnancy or childbirth
- participation in mountain or rock-climbing necessitating the use of ropes or guides, potholing, caving, racing of any kind (other than on foot, while yachting on inland or territorial waters, or during point to point), sub-aqua diving, water-skiing, hunting or steeplechasing
- participation during the holiday in an occupation involving manual labour or professional football, rugby or polo
- the general exclusions of the policy.
- the exclusions detailed on Page 51.

Cover 2 - Medical Expenses

We will pay

the following amounts if during the **Period of Travel Insurance You** or any member of **Your Household**, suffers bodily injury or sickness

1. Medical and surgical fees, hospital, nursing home and emergency dental charges
2. Reasonable additional travel and accommodation charges **You** have to pay including those for any one person who is required on medical advice to travel to, remain with or escort the **Insured Person**
3. The cost of conveying the **Insured Person's** body or ashes to their **Home** address in the Channel Islands or elsewhere in the British Isles or the cost of burial or cremation in the locality overseas where the death occurs

The maximum amount payable in respect of any one **Insured Person** is £5,000,000.

We will not pay for

- the first £100 of each and every claim
 - any amount recovered under a reciprocal health arrangement
 - treatment in the Channel Islands or elsewhere in the British Isles available under a national health service
- death, bodily injury or sickness resulting from
- a holiday undertaken against the advice of a qualified medical practitioner or for the purpose of obtaining medical treatment
 - participation in winter sports or motor cycling
 - alcoholism or drug addiction
 - intentional self-inflicted injury, suicide, attempted suicide, driving with more than the legally permitted level of alcohol in the blood or under the influence of drugs
 - flying or taking part in aerial activities except where travelling in an aircraft as a passenger and not as aircrew
 - pregnancy or childbirth
 - participation in mountain or rock-climbing necessitating the use of ropes or guides, potholing, caving, racing of any kind (other than on foot, while yachting on inland or territorial waters, or during point to point), sub-aqua diving, water-skiing, hunting or steeplechasing
 - participation during the holiday in an occupation involving manual labour or professional football, rugby or polo
 - the general exclusions of the policy.
 - the exclusions detailed on Page 51.

Cover 3 - Cancellation, Curtailment and Change of Itinerary

We will pay either

a) Cancellation

Deposits paid which are not recoverable and any other amounts for which an **Insured Person** is legally responsible if the holiday is cancelled before departure due to an **Insured Event** occurring during the **Period of Travel Insurance**

or

b) Curtailment

Amounts paid which are not recoverable for that part of the holiday which is lost and reasonable additional travel and accommodation expenses if the holiday is curtailed after departure due to an **Insured Event**

or

c) Change of Itinerary

If, after departure, the **Insured Person** is forced to alter pre-booked arrangements in connection with an insured journey as a direct and necessary consequence of any cause outside the **Insured Person's** control, we will reimburse the **Insured Person** for the additional cost of travel and accommodation to enable the **Insured Person** to continue that insured journey, less any savings available

The **Insured Events** are

1. Death, bodily injury, sickness or quarantine of an **Insured Person** or anyone with whom an **Insured Person** is travelling or intends to travel
2. Death, bodily injury or sickness of a close relative of an **Insured Person**
3. Legally enforced jury or witness service or redundancy of an **Insured Person** or anyone with whom an **Insured Person** is travelling or intends to travel
4. Police requiring the presence of an **Insured Person** or anyone with whom an **Insured Person** is travelling or intends to travel following burglary at that person's home or place of business
5. Fire, storm or flood rendering an **Insured Person's** home uninhabitable
6. Delay of at least 24 hours from the time specified by the carrier in departure from the **Territorial Limits** of the ship or aircraft in which the **Insured Person** is booked to travel, due to strike, industrial action, adverse weather conditions or mechanical breakdown

We will not pay for

- the first £100 of each and every claim
- death, bodily injury or sickness resulting from
 - a holiday undertaken against the advice of a qualified medical practitioner or for the purpose of obtaining medical treatment
 - participation in winter sports or motor cycling
 - alcoholism or drug addiction
 - intentional self-inflicted injury, suicide, attempted suicide, driving with more than the legally permitted level of alcohol in the blood or under the influence of drugs
 - flying or taking part in aerial activities except where travelling in an aircraft as a passenger and not as aircrew
 - pregnancy or childbirth
 - participation in mountain or rock-climbing necessitating the use of ropes or guides, potholing, caving, racing of any kind (other than on foot, while yachting on inland or territorial waters, or during point to point), sub-aqua diving, water-skiing, hunting or steeplechasing
 - participation during the holiday in an occupation involving manual labour or professional football, rugby or polo
- the general exclusions of the policy.
- the exclusions detailed on Page 51.
- delay or missed departure of ship or aircraft if the **Insured Person** has failed to
 - a) check in for the departure by the time specified by the carrier
 - b) act upon the express instructions of the carriers or agents, the airport and the port authorities as appropriate
 - c) obtain written confirmation from the carriers or their agents stating the number of hours delay that occurred and the reasons for it
- delay arising from strike or industrial action which has commenced or has been announced before the **Period of Travel Insurance**
- jury or witness service or redundancy for which notice has been given prior to the **Period of Travel Insurance**
- additional travel in a higher travel class than that booked for the insured journey

Cover 4 - Travel Delay

We will pay

the Benefit below if the outward or homeward departure of the ship or aircraft in which the **Insured Person** is booked to travel is delayed by at least 12 hours from the time specified by the carrier due to strike, industrial action, adverse weather conditions or mechanical breakdown

<i>Period of Delay</i>	<i>Benefit per Insured Person</i>
First 12 hours	£50
Each subsequent 12 hours	£35
Maximum total payment	£150

Delayed baggage extension

We will also pay up to £300 per **Insured Person** to reimburse the reasonable costs incurred in purchasing emergency replacement clothing, toilet requisites and similar items if an **Insured Person's** clothing, personal effects, suitcases, trunks and other similar containers are lost or delayed for more than 4 hours during an insured journey.

We will not pay for

- delay or missed departure of a ship or aircraft if the **Insured Person** has failed to
 - a) check in for the departure by the time specified by the carrier
 - b) act upon the express instructions of the carriers or their agents, the airport and the port authorities as appropriate
 - c) obtain written confirmation from the carriers or their agents stating the number of hours that the delay occurred and the reasons for it
- delay arising from strike or industrial action which has commenced or has been announced before the **Period of Travel Insurance**
- delay arising from the general exclusions of the policy.
- delay arising from the exclusions detailed on Page 51.

Cover 5 - Missed Departure

We will pay

Reasonable additional travel and accommodation expenses in reaching the holiday destination or returning home which **You** have to pay due to failure of public transport to deliver an **Insured Person** to the outward departure point in the **Territorial Limits** or the return departure point in the **Territorial Limits** on time

The maximum amount payable in respect of any one **Insured Person** is £750

We will not pay for

- missed departure arising from strike or industrial action which has commenced or has been announced before the **Period of Travel Insurance**
- missed departure arising from the general exclusions of the policy.
- missed departure arising from the exclusions detailed on Page 51.

Cover 6 - Lost Passport Indemnity

We will pay for

the cost of reasonable additional travel and accommodation expenses incurred by an **Insured Person** whilst on holiday, to obtain an emergency passport or emergency travel documents following loss of their passport during the period of the holiday

The maximum amount payable in respect of any one **Insured Person** is £500

We will not pay for

- the first £100 of each and every claim
- loss of a passport not reported to the police and the consular representative of the relevant issuing country within 24 hours of discovery.
- loss caused by nationalisation or confiscation by any authority.
- loss of a passport arising from the general exclusions of the policy.
- loss of a passport arising from the exclusions detailed on Page 51.

Cover 7 - Personal Liability

Insurance is provided for any amounts which an **Insured Person** becomes legally liable to pay in respect of:

accidental bodily injury, death or disease of any person

accidental **Damage** to property

arising in a personal capacity during the **Period of Travel Insurance**

We will pay up to £5,000,000 in connection with any one **Occurrence** plus any other costs, expenses and advocates' or solicitors' fees which the **Insured Person(s)** has to pay provided the **Insured Person(s)** has incurred them with **Our** written permission

If an **Insured Person** claiming should die that person's legal personal representatives will have the protection of this Cover

We will not pay for liability arising directly or indirectly from

- injury, death or disease of any member of an **Insured Person's** family permanently living with them or any employee of an **Insured Person**
- **Damage** to property owned by or in the custody or control of any member of an **Insured Person's** family permanently living with them or any employee of an **Insured Person**
- an agreement unless the liability would have existed without the agreement
- the employment, business or profession of any **Insured Person**
- the ownership of land or buildings by an **Insured Person**
- the occupation of land or buildings by an **Insured Person** other than temporary holiday accommodation
- the use of horses for racing or steeplechasing
- mechanically or electrically propelled vehicles (other than gardening equipment), lifts, boats, aircraft, model aircraft, or caravans owned by or in the custody or control of any **Insured Person**
- the general exclusions of the policy.
- the exclusions detailed on Page 51.

Claim Settlement

We must be notified without delay of any incident likely to lead to a claim

We must be provided with any medical or death certificates or other information We request at Your expense before any claim is accepted

Any **Insured Person** who is the subject of a claim must act upon medical and surgical advice and submit to medical examination at **Our** expense whenever required

We may, at **Our** option, pay a claim in local currency

Reasonable notice must be given to **Us** before the date set for any inquest, inquiry or proceeding concerning the death of an **Insured Person**

We will make any claim payment to **You**. If **You** should die payment will be made to **Your** legal personal representatives

Making a claim

- Retain **Your** booking invoices/receipts. It will help if these are attached to the claim form.
- If medical attention is received for injury or sickness **You** should, if possible, obtain receipts for all payments made plus a Medical Certificate showing the nature of the injury or sickness.
- Loss of a passport must be reported to the Police and the consular representative of the relevant issuing country within 24 hours of discovery.

In an Emergency

Insurance Corporation have arranged for Healix International to be made available to **You** in case of emergency abroad following accident, illness or serious loss. Healix International are on duty day and night throughout the year.

Simply telephone

HEALIX INTERNATIONAL

Telephone : 44 (0)20 8763 3155

email: rsa@healix.com

Exclusions

You are also not covered for any of the following

1. Any claim under Section 7 – Holiday Travel for persons travelling aged over 70 years
2. No Cover under Section 7 – Holiday Travel shall apply in respect of any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
3. Any claim for direct or indirect loss or damage caused by travel to areas the United Kingdom Foreign and Commonwealth Office has advised against travelling to. If **You** are unsure please contact them on 0845 850 2829 or www.fco.gov.uk/knowbeforeyougo

Section 8 - Legal Expenses

Underwritten by DAS Legal Expenses Insurance Company Limited and operates independently to the other sections and terms of the Policy but is read in conjunction with the **Schedule**.

As a **DAS** Family Legal Protection Policyholder, **you** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your DAS** cover, please take time to read this section of the Policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance broker or Insurance Corporation of the Channel Islands Ltd.

Online law guide and document drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on **our** website, www.dashouseholdlaw.co.uk. **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

Helping with your legal problems

To make a claim under this section of **your** policy, please phone **us** on 0844 893 9011. **We** will ask **you** about **your** legal dispute and if necessary call **you** back to give **you** legal advice.

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy phone **us** on 0844 893 9011 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

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

Or **you** can email **your** claim to **us** at newclaims@das.co.uk

When we cannot help

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

How to make a complaint

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

Or **you** can phone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk

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

Our 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 also contact them on 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones).

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 Services Authority.

THE MEANING OF WORDS IN THIS SECTION

Appointed Representative

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

Costs and expenses

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

Countries covered

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.

DAS Standard Terms of Appointment

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

Date of occurrence

- a) For civil cases, the **date of occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events (this is the date the event happened, which may be before the date **you** first became aware of it).
- b) For criminal cases, the date is when **you** began, or are alleged to have begun, to break the law.
- c) For **insured incident 6 TAX PROTECTION**, the date is when HM Revenue & Customs or equivalent first notifies **you** in writing of its intention to make an enquiry.

Identity theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Period of insurance

The period for which **we** have agreed to cover **you**.

Preferred law firm

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

Reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment),

make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy (the policyholder) and any member of their family who always live with them. This includes students temporarily living away from home and unmarried partners.

Anyone claiming under this section of the policy must have the policyholder's agreement to claim.

OUR AGREEMENT

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

- a) **reasonable prospects** exist for the duration of the claim; and
- b) the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
- c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
- d) the insured incident happens within the **countries covered**.

WHAT WE WILL PAY

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

1. the most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £50,000;
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**;
- 3 in respect of an appeal or defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist;
- 4 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **we** must agree that **reasonable prospects** exist and;

5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

WHAT WE WILL NOT PAY

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

INSURED INCIDENTS WE WILL COVER

1 EMPLOYMENT DISPUTES

A dispute relating to **your** contract of employment.

What is not covered under EMPLOYMENT DISPUTES

A claim relating to the following:

- 1) Employers' disciplinary hearings or internal grievance procedures;
- 2) Any claim relating solely to personal injury.
- 3) A compromise agreement while **you** are still employed.

2 CONTRACT DISPUTES

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

- a) buying or hiring in goods or services; or
- b) selling goods;

Please note that:

- i) **you** must have entered into the agreement or alleged agreement during the **period of insurance**; and
- ii) the amount in dispute must be more than £250.

What is not covered under CONTRACT DISPUTES

A claim relating to the following:

- 1) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT, where applicable);

- 2) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- 3) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- 4) 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.
- 5) a motor vehicle owned by or hired or leased to **you**.

3 PERSONAL INJURY

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

What is not covered under PERSONAL INJURY

A claim relating to the following:

- 1) Illness or bodily injury that happens gradually
- 2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- 3) Clinical negligence
- 4) Defending **your** legal rights, but **we** will cover defending a counter-claim.

4 CLINICAL NEGLIGENCE

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

What is not covered under CLINICAL NEGLIGENCE

A claim relating to the following:

- 1) The failure or alleged failure to correctly diagnose **your** condition.
- 2) Psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

5 PROPERTY PROTECTION

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

- i) an event which causes physical damage to such property, but the amount in dispute must be more than £250;

- ii) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it);
- iii) a trespass.

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

What is not covered under PROPERTY PROTECTION

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

6 TAX PROTECTION

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

What is not covered under TAX PROTECTION

- 1) Any claim if **you** are self-employed, or a sole trader, or in a business partnership.
- 2) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office or equivalent.

7 JURY SERVICE AND COURT ATTENDANCE

Your absence from work:

- a) to attend any court or tribunal at the request of the **appointed representative**; or
- b) to perform jury service; or
- c) to carry out activities specified in **your identity theft** action plan under **INSURED INCIDENT 9 IDENTITY THEFT**.

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

What is not covered under JURY SERVICE AND COURT ATTENDANCE

Any claim if **you** are unable to prove **your** loss.

8 LEGAL DEFENCE

Costs and expenses to defend **your** legal rights:

- 1) If an event arising from **your** work as an employee leads to:
 - a) **you** being prosecuted in a court of criminal jurisdiction; or
 - b) civil action being taken against **you** under:
 - i) discrimination legislation; or
 - ii) section 13 of the Data Protection Act 1998 or equivalent.

What is not covered under LEGAL DEFENCE

Any claim relating to **you** driving a motor vehicle.

9 IDENTITY THEFT PROTECTION

- 1) Following a call to the **identity theft** helpline service, **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.
- 2) If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- 3) Following **your** identity theft **we** will pay:
 - a) Legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;

- b) Legal costs to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**;
- c) Loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- i) **you** must notify **your** bank or building society as soon as possible; and
- ii) **you** must tell **us** if **you** have previously suffered **identity theft**; and
- iii) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not covered under Identity theft

A claim relating to the following:

- 1) Fraud committed by anyone entitled to make a claim under this section of the policy.
- 2) Losses arising from **your** business activities.

WHAT IS NOT COVERED BY THIS SECTION OF POLICY

Late reported claims

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

Costs we have not agreed

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

Court awards and fines

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

Legal action we have not agreed

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

Group Litigation Order

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

Defamation

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

A dispute with DAS

- 7. A dispute with **us** not otherwise dealt with under Condition 7.

Judicial review

- 8. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry or equivalent.

Nuclear, war and terrorism risks

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

Litigant in person

- 10. Any claim where **you** are not represented by a law firm, barrister or tax expert.

CONDITIONS WHICH APPLY TO THIS SECTION OF THE POLICY

1. YOUR LEGAL REPRESENTATION

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

2. YOUR RESPONSIBILITIES

- a) **You** must co-operate fully with **us** and the **appointed representative**.
- b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3. OFFERS TO SETTLE A CLAIM

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

settlement will be regarded as **costs and expenses** and payable to **us**.

4. ASSESSING AND RECOVERING COSTS

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

5. CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

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

6. WITHDRAWING COVER

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

7. ARBITRATION

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

8. EXPERT OPINION

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

9. KEEPING TO THE TERMS OF THIS SECTION OF THE POLICY

You must:

- a) keep to the terms and conditions of this section of the 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. CANCELLING THIS SECTION OF THE POLICY

You can cancel this section of the policy by telling **us** within 14 days of taking it out; or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this section of the policy at any time as long as **we** tell **you** at least 14 days beforehand.

11. FRAUDULENT CLAIMS

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

- a) a claim **you** have made to obtain benefit under this section of the policy is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

12. CLAIMS UNDER THIS SECTION OF THE POLICY BY A THIRD PARTY

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

13. OTHER INSURANCES

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

14. LAW THAT APPLIES

This section of the policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies.

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

HELPLINE SERVICES

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** record all incoming and outbound calls, except those to the counselling service. When phoning, please quote policy number TS3/3729376.

Legal advice service - Call 0844 893 9011

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice service - Call 0844 893 9011

We offer confidential advice over the phone on personal tax matters in the UK

Tax advice is provided by the tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Identity theft - Call 0844 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

This helpline is open 8am-8pm, seven days a week.

**Health and medical information service -
Call 0844 893 9011**

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in **your** area, including local NHS dentists.

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

This helpline is open 24 hours a day, seven days a week.

Counselling service - Call 0844 893 9012

We will provide **you** with a confidential counselling service over the phone. This will include, where appropriate, onward referral to relevant voluntary or professional services.

You will pay any costs for using the services to which **we** refer **you**.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

Data protection

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

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries 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 **our** Head Office address.

General Conditions Applicable to Sections 1-7 only

Applicable to Sections 1-7 only.

1. Reasonable care

You and any other person claiming under this insurance must take all reasonable care to prevent accidents, disease or **Damage**. **You** must keep **Your** property in a good condition and state of repair. **You** must take all reasonable steps to recover any missing property.

2. Contribution

If at the time of any loss, **Damage** or liability covered under this policy, **You** have any other insurance which covers the same loss, **Damage** or liability, **We** will only pay a rateable share of the claim.

3. Claims

When a claim, or possible claim, occurs **You** must tell **Us** in writing as soon as possible.

For **Damage** claims **You** must give **Us** any documents, information and evidence **We** need at **Your** expense. **You** must also tell the police immediately if the claim is being made as a result of accidental loss, **Damage** by malicious persons, theft or any attempted theft.

For liability claims **You** must send **Us** any claim, writ or summons as soon as **You** receive it. Do not negotiate, pay, settle, admit or deny any claim without our written permission.

4. Our rights after a claim

We are allowed to enter any building where **Damage** to the property has happened, to take possession of and deal with any salvage in a reasonable manner. But **You** must not abandon any property and leave it to **Us**.

Before or after **We** pay your claim under this policy, **We** can take action, in **Your** name, or in the name of anyone else who is covered under the policy, to enforce **Your** rights against any other person. **We** will pay any costs or expenses involved.

You must not enter into any contract or agreement which may affect **Our** rights following a claim.

Following a claim **You** must install any additional protective measures or devices which **We** specify.

5. Fraudulent claims

If **You** or anyone acting on **Your** behalf makes a claim under this policy, knowing that the claim is false or fraudulent in any way, the policy is void and the claim will not be paid.

6. Arbitration

If **We** accept **Your** claim but **You** disagree over the amount **You** will be paid, the dispute will be referred to an Arbitrator who will be appointed in accordance with current law. When this occurs, the Arbitrator must decide on an award before **You** can bring proceedings against **Us**.

7. Cancellation

We can cancel **Your** policy or any part of it, by sending **You** 7 days' notice by recorded delivery to **Your** last known address.

If **Your** policy is cancelled for any reason, **You** may be entitled to a refund of premium. If a claim has arisen in the current **Period of Insurance** no refund of premium shall be made.

8. Monthly payments

If **Your** policy is cancelled **We** will stop asking for **Your** monthly premium and **You** must tell **Your** bank that payments will stop.

If **Your** bank does not pay any single monthly premium, **Your** policy will be cancelled. **We** will give **You** 7 days' written notice first.

9. Notification of a change

You must notify **Us** as soon as is reasonably possible of any change in the information given to **Us** which may affect this insurance. Failure to do so may invalidate **Your** insurance or may result in cover not operating fully.

10. Unoccupancy

You must notify **Us** when the **Home** becomes **Unoccupied**.

In respect of the **Home You** or an appointed representative must

- inspect the **Home** internally and externally as frequently as practicable but at least once in every seven day period
- take all reasonable security measures for the safety of the **Home** including the security of all doors, windows and other means of entry
- turn off all sources of power except those required to operate an approved alarm system
- turn off all sources of fuel and water or alternatively leave central heating on to ensure that an ambient temperature of no less than 7 degrees celsius is maintained
- maintain the **Home** in a good state of repair

General Exclusions Applicable to sections 1-7 only

We will not pay for

1. loss or destruction of, or **Damage** to, any property or consequential loss or any legal liability directly or indirectly caused by or contributed to, or arising from the following:
 - Ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup.
2. **Damage** caused by Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. any **Damage** suffered by **You** due to any person obtaining any property by deception, unless deception is only used to gain entry to **Your Home**.
4. any **Damage** which happened to **You** before the first **Period of Insurance**.
5. wear and tear or any gradually-operating cause.
6. Consequential loss of any kind incurred by **You** or **Your Household**.
7. loss of value following a claim payment, (this does not apply to the **Fine Art and Antiques** and **Precious Metals** sections of cover).
8. mechanical or electrical fault, breakdown or failure.

Security Condition Applicable to Sections 1-7 only

Where the **Schedule** shows the Security Condition applies, Insurance against theft or attempted theft is subject to the following security arrangements being in force at the time of the loss:

- a) The door used as final exit from **Your Home** shall be fitted with a mortice deadlock with at least 5 levers, approved under BS3621 (thief resistant locks) or with an alternative acceptable locking device
- b) All other external doors, unless secured as shown in a) above, shall be fitted with acceptable key operated security bolts fitted top and bottom to each leaf and supplementing any existing locks
- c) Sliding patio doors shall be fitted with acceptable key operated security locks fitted top and bottom or with acceptable key operated window locks
- d) All windows (accessible from ground, adjoining roofs and porches or via downpipes) and skylights shall be fitted with acceptable key operated window locks
- e) All external doors and the windows specified in d) above shall be secured using the acceptable security devices whenever **Your Home** is left unattended, and the keys withdrawn from the locks
- f) When **Your Household** retires for the night all external doors and windows specified in d) above except those in occupied bedrooms shall be secured using the acceptable security devices and the keys withdrawn

Advice on home security can be obtained from your local Crime Prevention Officer, reputable locksmiths and security companies and from Insurance Corporation.

Alarm Condition Applicable to Sections 1-7 only

Where the **Schedule** shows the Alarm Condition applies

Insurance against theft or attempted theft is subject to the following security arrangements being in force at the time of the loss:

Where an alarm has been fitted at **Your Home** and if applicable a premium discount allowed accordingly, it is a condition precedent to **Our** liability that:

The alarm system is installed in accordance with the specification or system record approved by **Us** and no alteration or variation of the System or any structural alteration to **Your Home** which would affect the System shall be made without **Our** written consent.

Inspected and maintained in accordance with the Code of Practice under Section 4.2 of BS54737:1986 or any code substituted therefor under contract by an installer included in the official list of Recognised Firms of the National Approval Council for Security Systems (NACOSS) or otherwise approved by **Us**.

Put into full and effective operation whenever the alarmed portion of **Your Home** is unoccupied.

All keys of the Intruder Alarm System shall be removed from **Your Home** whenever **Your Home** is unoccupied.

Special Conditions:

The Intruder Alarm shall not be regarded as effective and immediate advice shall be given to **Us** if:

- The specification or system record provides for connection to a telephone line direct line or central station warning system and to **Your** knowledge such line or system is not in full and effective working order or **You** have had notice of withdrawal of the police or telephone or central station service and such service has actually been withdrawn
- Notice has been received from a Local Authority or Magistrate that imposes any requirement for abatement of a nuisance under the terms of the Environment Protection Act 1990 or any subsequent or other legislation

This condition has continuing effect and its terms should be kept in mind. If circumstances should arise which render **You** unable to comply with any part **We** should be contacted at once to see if help could be given to obtain reinstatement of cover.

Breach of this Condition shall only invalidate claims in respect of theft or attempted theft of property whilst contained in **Your Home** at which the breach of Condition has occurred.

Making a Claim - general advice

Naturally we hope you don't have any accidents or misfortune, but if you do, the following advice might be useful:

- First of all, look at your policy to check that the damage is covered. Look up the appropriate section in this booklet to see precisely what is provided. Read carefully any exceptions or conditions that may apply. Remember that your Personal Portfolio Policy does not cover any damage which has been caused purely by wear and tear – it is not a maintenance contract. If you wish to make a claim please obtain and complete a claim form and send it to your usual Insurance Adviser or the Insurance Corporation Claims Department.
- Remember to tell the police as soon as you can if property has been stolen, maliciously damaged or you lose a valuable article.
- When it is necessary, you should arrange for emergency repairs to be carried out to prevent further damage to your property. For example, if you have a frozen pipe you should turn off the water supply and if necessary call out a plumber.

- Where repairs are not necessary immediately, you should obtain two estimates and send them to us with your claim form. Do not delay sending in the claim form until you get the estimates – simply tell us that they are being obtained. Once we have agreed an estimate, you can get the work done and then send the final account for settlement.
- If your claim includes damage to pipes, boilers or tanks, you must not dispose of the damaged items before we have had the opportunity to inspect them.
- If someone is making a claim against you for any injury to them or damage to their property, you must send us full details, in writing, as soon as possible. Any letters or documents you receive must be sent to us, unanswered without delay. It is most important that you leave us to deal with the matter on your behalf and do not get involved in any correspondence with the other person.

If you have any queries or if you need any help to make your claim, just let us know.

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first. You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory. We aim to give our customers a high standard of service at all times.

Complaints Procedure

Step 1

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention.

Step 2

If matters are not resolved to your satisfaction, you are invited to write to:

Post: The Managing Director,
Insurance Corporation of the Channel Islands Ltd,
P O Box 160, Dixcart House,
Sir William Place,
Guernsey,
GY1 4EY.
Email: complaints@insurancecorporation.com

Step 3

If you are not satisfied with our final response to your complaint, you may be eligible to refer your case to one of the Financial Ombudsmen shown below:

1 Channel Islands

Post: Channel Islands Financial Ombudsman (CIFO),
P O Box 114,
Jersey JE4 9QG.
Telephone Guernsey: 01481 722218
Jersey: 01534 748610
Email: enquiries@ci-fo.org

2 United Kingdom

or in respect of Compulsory UK insurance you may be eligible to refer your case to the UK Financial Ombudsman,

Post: Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London E14 9SR.
Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

3 Isle of Man

Or in respect of respect of the Isle of Man you may be eligible to refer your case to

Post: The Financial Services Ombudsman Scheme,
Isle of Man Office of Fair Trading,
The Slieau Whallian,
Foxdale Road, St John's,
Isle of Man, IM4 3AS, British Isles.
Telephone: 44 (0)1624 686500
Email: ombudsman@iomoft.gov.im

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Insurance Corporation of the Channel Islands Limited, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed. We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance. We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury). Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data). In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

Performance of contract: We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

Consent: In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

Necessity to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

Compliance with a legal obligation: Where laws or regulations may require us to use your personal information in certain ways.

Legitimate Interests: We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or

Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

Where we provide insurance services in partnership with other companies;

In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

As required to enforce or apply this Privacy Notice, or the contract of insurance itself;

Within our group for administrative purposes;

As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

With healthcare providers in the context of any relevant claim being made against your policy;

If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims

With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);

With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

Where, for a limited period of time, we are using some of your information to improve the products or services we provide.

For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by Insurance Corporation

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.

5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:

- a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)
- In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:
The Data Protection Officer
Insurance Corporation
P.O. Box 160
Dixcart House
Sir William Place
St. Peter Port
Guernsey, GY1 4EY

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to complaints@insurancecorporation.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are:
Data Protection Office
Guernsey Information Centre
North Esplanade
St Peter Port
Guernsey
GY1 2LQ

Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

Financial Services Compensation Scheme- UK only

Royal and Sun Alliance Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

