

BrokerDirect Plc
A better way to insure



Home Insurance Policy



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Your policy provides cover for the sections and the period of insurance shown on your schedule.

Insurance policies are legal contracts and *your* insurance documents serve as evidence of the contract *you* have made with *us*. To understand exactly what cover we are providing to *you*, the following documents need to be read in conjunction with each other:

Policy Wording (this document) – This is *our* standard Policy Wording containing details of what is covered and what is excluded by the various sections.

Endorsements – These amend or supplement the standard cover shown in the Policy Wording.

Schedule – This contains details of *you*, the property, the period of insurance, the sections of the policy cover which apply to *your* policy and the premium.

Statement of Facts – This records the information we were given when we agreed to provide the cover and terms of *your* policy (a new Statement of Facts will be sent to *you* whenever *your* broker processes a change to this information, and at renewal).

Renewal Notice – This sets out any changes to the Policy Wording and Schedule details which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If *you* have any questions about cover, please contact *your* insurance broker immediately.

If during the period of insurance the cover provided by *your* insurance policy is changed, replacement documents incorporating the changes will be issued. *You* must read this policy wording together with *your* Schedule and any endorsements as one contract. Please read all of them to make sure that they provide the cover *you* asked for. If they do not, please contact *your* insurance broker as soon as possible.

This policy is an agreement between *you* and *us* and is only valid if *you* pay the premium. *Your* most recent Statement of Facts sets out the information we were given when we agreed to provide *you* with the cover and terms of the policy.

Remember, *you* must tell *us* if this information changes. If *you* do not, *your* policy may not be valid and we may not pay any claims *you* make.

Your Cancellation Rights

If *you* decide that *you* do not want to accept the policy (or any future renewal of the policy *by us*) tell *your* insurance broker in writing or by phone of *your* decision within 14 days of receiving the policy (or for renewal, within 14 days of *your* policy renewal date). If no claims have been made we will refund the premium *you* have paid. If a claim is made we charge *you* for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium *you* have paid.

Please see condition 1 of the policy for full details of all cancellation conditions and charges.

The conditions and exclusions which apply to all sections of *your* policy are shown on pages 21 – 22. Please make sure that *you* read these as well as the cover shown in each section.

If we pay a claim for the same cause happening at the same time under more than one of the buildings, contents or personal possessions sections, we will take off only one excess. This will be the highest excess shown on *your* Schedule for the sections concerned.

This policy is arranged by *your* insurance broker whose contact details appear on the Schedule.

This policy is marketed and serviced by Broker Direct Plc, and is Underwritten by Zurich Insurance plc.

Broker Direct Plc is registered in England. No. 2958427. Registered Office: Deakins Park, Deakins Mill Way, Egerton, Bolton BL7 9RW. Authorised and regulated by the Financial Conduct Authority. Broker Direct Plc's reference number is 307607. Registrations recorded on www.fca.org.uk. Zurich Insurance plc. A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of *our* authorisation by the Financial Conduct Authority are available from *us* on request. *Our* FCA Firm Reference Number is 203093.

DAS Legal Expenses Insurance Company Limited

The Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274, www.das.co.uk. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited

The Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL. Registered in England and Wales, number 5417859, www.das.co.uk. DAS Law Limited is authorised and regulated by the solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts on behalf of DAS Legal Expenses Insurance Company Limited.

Definitions

Certain words have specific meanings where they appear in this policy. These words are printed in italic type in the Policy Wording; their meanings are shown below.

We/us/our – the authorised insurers, named in the Schedule (Broker Direct Plc will administer the policy and handle claims on behalf of the authorised insurers, except for claims under the Family Legal Expenses Section which are managed by DAS Legal Expenses Insurance Company Limited).

You/your – the person(s) named in the Schedule as the Policyholder(s).

Excess – the first amount of any claim for which *you* are responsible. *You* will have to pay any excesses shown in *your* schedule, including the specific excesses for:

- subsidence, heave and landslip
- escape of water.

We will only take off one excess for each claim unless there is an endorsement shown in *your* schedule or this policy wording says otherwise.

Family – *your* husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.

Money – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

Unoccupied – if the home is either:

- not lived in by *you* (or a person *you* have authorised) for more than 60 days in a row; or
- without enough furniture for normal living purposes for more than 60 days in a row.

Valuables – any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.

Vehicles and craft – any electrically or mechanically powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes other than:

- domestic gardening equipment;
- battery operated golf trolleys;
- wheelchairs or similar electric scooters, specifically designed for the disabled or infirm which are not legally required to be licensed for road use;
- battery assisted cycles which are not legally required to be licensed for road use; and
- models or toys which are battery operated and/or pedestrian controlled.

Buildings Section

Buildings are:

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

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

Events

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

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

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by *you* or *your family*, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the buildings.
- 5 Storm or flood, but not to fences, gates, hedges or railings.
- 6 Theft or attempted theft unless this is caused by deception.
- 7 Subsidence or ground heave of the site *your* buildings stand on or landslip other than:
 - from the coast or a river bank being worn away;
 - damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;
- 8 Water leaking from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting other than:
 - the first £1,000 of each claim.
- 9 Falling trees or branches, lampposts or telegraph poles.
- 10 Oil leaking from any fixed appliance, pipe or tank.
- 11 Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.
- 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
- 13 Accidental damage to cables and underground pipes serving *your* home including the cost of breaking into and repairing the pipe between the main sewer and *your* home following a blocked pipe.



Buildings Section (cont.)

- 14 Accidental damage to the buildings but not damage:
- we exclude under events 1 to 13;
 - caused by a person the home is lent, let or sublet to;
 - caused by a person you employ to carry out maintenance or repair work.

Your Liability to Others

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

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

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

We will not pay if the liability arises from:

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

Extra Cover

- 16 Alternative accommodation – if your home is not fit to live in following loss or damage covered by this section, we will pay:
- the reasonable cost of similar alternative accommodation for you and your pets.;
 - ground rent which you have to pay;
 - rent which should have been paid to you.
- This will apply during the time needed to restore your home to a condition which is fit to live in.
- The most we will pay is 20% of the buildings sum insured.

- 17 Replacing locks – we will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.
- 18 Tracing a leak – we will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the buildings when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the buildings.
- 19 Emergency Access – we will pay the costs incurred following loss or damage to the buildings caused by the police or emergency services in gaining access to your home in connection with a medical emergency or help prevent a loss or damage to your home. The most we will pay for any one event is £1,000.
- 20 Selling your home – if at the time of a claim you have contracted to sell your home, the buyer will have the benefit of this policy as long as the purchase is completed.

Settling Claims

We will decide whether to repair, replace or reinstate the damaged part of the buildings. We may do this by using one of our suppliers. We will pay the full cost of the work, including any professional, demolition and local authority costs or fees we have agreed, as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of your property that resulted from the damage. However, we will not pay more than the cost of the repair or replacement.

We will take off an amount for wear and tear if the buildings are not properly maintained or your sum insured is less than the actual cost of rebuilding your home.

When we pay your claim we will deduct the excess shown on your Schedule. This does not apply under 'your liability to others' and Extra covers 16, 17 and 18.

The most we will pay is the limits shown in the policy or the sum insured shown on your Schedule.

Garden Section

Garden is the flowerbeds, lawns, plants, shrubs or trees, ornaments or statues in the garden within the boundaries of *your* home.

Events

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

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

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

Extra Cover

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

Settling Claims

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

The most we will pay is £1,500 plus up to £250 towards the cost of removing fallen trees or branches.

When we pay *your* claim, we will deduct the excess shown on *your* Schedule.

Contents Section

Contents are:

- household goods and personal property;
- *valuables*;
- satellite television-receiving equipment and television and radio aerials;
- *money* or the unauthorised use of a charge, credit or debit card up to £500 (*you* and *your family* must keep to *your* card issuer's conditions);
- pedal cycles up to £500 for any one pedal cycle including accessories;
- office equipment used for *your* business, profession or trade up to £10,000;
- loss of oil or metered water up to £1,000 following accidental damage to the water or heating system.

Contents are not:

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

Events

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (and 14 if 'contents including accidental damage' is shown on *your* Schedule) to the contents in *your* home which:

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

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is *unoccupied*.

We will not pay more than:

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

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by *you* or *your family*, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the buildings.
- 5 Storm or flood.
- 6 Theft or attempted theft but not:
 - if caused by deception;
 - while the home is lent, let or sublet unless violence and force are used to break into or out of *your* home.
- 7 Subsidence or ground heave of the site *your* buildings stand on, or landslip.
- 8 Water leaking from any fixed appliance, pipe, tank or fish tank other than:
 - the first £350 of each claim in addition to any other *excess* *you* have requested and agreed to pay which is shown on the schedule.
- 9 Falling trees or branches, lampposts or telegraph poles.
- 10 Oil leaking from any fixed appliance, pipe or tank.
- 11 Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
- 12 Breakage or collapse of satellite television receiving equipment or television and radio aerials.
- 13 Accidental damage to:
 - audio, hi-fi, television, video game consoles, telecommunication, DVD or video equipment but not mobile phones;
 - computers (but not laptop computers, computer software, hand-held computers or electronic toys);
 - satellite television-receiving equipment including set top boxes or television and radio aerials.
- 14 Accidental damage to the contents but not damage:
 - we exclude under events 1 to 13;
 - caused by a person the home is lent, let or sublet to;
 - to clothing or contact lenses;
 - to contents in the open.

Your Liability to Others

15 We cover *you* or *your family* for any legal liability you have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged. The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is:

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

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

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

We will not pay if the liability arises from:

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

Extra Cover

16 Contents in the open – we will pay up to £1,000 for loss or damage caused by events 1 to 10 to contents in the open within the boundaries of *your* home. This includes flowers, plants, shrubs or trees in pots or containers.

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

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

We will not pay for:

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

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

We will not pay for:

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

Contents Section (cont.)

- 19 Gifts – we will increase *your* sum insured by £5,000:
- one month before and after Christmas or a similar religious festival to cover gifts and other related additional purchases;
 - one month before and after the wedding day of *you* or any member of *your family* to cover wedding gifts and related purchases in *your* home, at the reception, in the couple's marital home or being transported between any of these places.
- 20 Tenant's cover – if *you* are the tenant of *your* home, we will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the buildings section to any:
- fixtures and fittings, greenhouses and sheds *you* have installed at *your* home and for which *you* are responsible;
 - part of the structure, decorations, fixtures and fittings of *your* home for which *you* are responsible as a tenant under a tenancy agreement. The most we will pay is £10,000.
- 21 Jury service – we will pay up to £50 each day (for up to 20 days) towards loss of earnings and expenses *you* cannot get back as a result of serving as a juror.
- 22 Alternative accommodation – if *your* home is not fit to live in following loss of or damage to contents for which we will pay a claim under this section, we will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including for *your* pets), or ground rent which *you* have to pay, for the time necessary for *your* home to be restored to a condition which is fit to live in.
- 23 Replacing locks – we will pay the reasonable cost of replacing the locks to *your* home if *you* lose *your* house keys anywhere in the world.
- 24 Fatal accident cover – we will pay £10,000 if *you* or *your* husband, wife or partner die within 30 days as a direct result of:
- an accident, assault or a fire in *your* home;
 - an accident while travelling in the British Isles as a fare-paying passenger in any road or rail vehicle;
 - an assault away from *your* home but within the British Isles.
- 25 Prams and wheelchairs – we will pay up to £500 if a pram or wheelchair is stolen or damaged anywhere in the world. Accessories are covered only if they are stolen with *your* pram or wheelchair.
- 26 Frozen food – we will pay the reasonable cost of replacing food and drink in *your* fridge or freezer that *you* cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.
- 27 Title deeds – we will pay up to £2,500 to replace the title deeds of *your* home following loss or damage caused by events 1 to 10 while they are in *your* home or in the offices of *your* mortgage lender, solicitor or bank.
- 28 Downloaded music and other information - we will pay for the cost of replacing music and other downloaded information *you* have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8. We will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most we will pay for any one event is £2,500.

Settling Claims

We will decide whether to repair or replace any item that is lost or damaged.

We may do this by using one of *our* suppliers. If the item cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

We will take off an amount for wear and tear:

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

When we pay *your* claim we will deduct the amount of the excess shown on *your* Schedule.

This does not apply under '*your* liability to others' and Extra covers 21 to 27.

The most we will pay for *valuables* are the limits shown on *your* Schedule.

The most we will pay is the sum insured or the limits shown on *your* Schedule or in the policy wording.

Personal Possessions Section

Events

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

We will not pay for:

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

Unspecified Personal Possessions

The most we will pay is:

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

We will not pay more than the sum insured shown on the Schedule.

When we pay a claim for unspecified personal possessions we deduct the excess shown on *your* Schedule.

Specified Items

The most we will pay is the sum insured for that item shown on the Schedule.

Settling Claims

We will decide whether to repair or replace any item that is lost or damaged. We may do this by using one of *our* suppliers. If the item cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

We will take off an amount for wear and tear on clothing that cannot be repaired.



Family Legal Expenses Section

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under *your* policy. The legal advice service is provided by DAS Law Limited and/or a *preferred law firm* on behalf of DAS.

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.

If *you* wish to speak to *our* legal teams about a legal problem, please phone *us* on **0344 893 9313** quoting reference 6802507. We will ask *you* about *your* legal issue 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 policy, phone *us* on **0344 893 9313** quoting reference 6802507 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.

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

The following definitions have specific meanings and are only applicable to the Family Legal Expenses section of the policy. These meanings are shown below and will be printed in bold type.

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

Costs and Expenses – All reasonable and necessary costs chargeable by the *appointed representative* and agreed by *us* in accordance with the *DAS standard terms of appointment*, plus 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, 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 – For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the *date of occurrence* is the date of the first of these events. (This is the date the event happened, which may be before the date *you* first became aware of it). For criminal cases, the date *you* began, or are alleged to have begun, to break the law. For insured incident 6 tax protection, the date when HM Revenue & Customs first notifies *you* in writing of its intention to make an enquiry.

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

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 lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

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

- a) *reasonable prospects* exist for the duration of the claim;
- b) the *date of occurrence* of the insured incident is during the period of insurance;
- 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:

- a) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000;
- b) the most we will pay in costs and expenses is no more than the amount we would have paid to a *preferred law firm*;
- c) in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that *reasonable prospects* exist;
- d) for an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, we must agree that *reasonable prospects* exist, and;
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

What we will not pay for:

- a) in the event of a claim, if you decide not to use the services of a *preferred law firm*, you will be responsible for any costs that fall outside the *DAS standard terms of appointment* and these will not be paid by us;

- b) the first £250 of any claim for legal nuisance or trespass, you must pay this as soon as we accept the claim.

Insured Incidents

1. Employment Disputes

What is covered – A dispute relating to your contract of employment.

What is not covered – A claim relating to:

- a) employer's disciplinary hearings or internal grievance procedures;
- b) any claim relating solely to personal injury (see insured incidents Personal Injury);
- c) a settlement agreement while you are still employed.

2. Contract Disputes

What is covered – 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;
- b) selling goods.

Please note that:

- you must have entered into the agreement or alleged agreement during the period of insurance, and;
- the amount in dispute must be more than £250 (including VAT).

What is not covered – A claim relating to the following:

- a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- b) 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);
- c) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- d) 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;
- e) a motor vehicle owned by or hired or leased to you.

Family Legal Expenses Section (cont.)

3. Personal Injury

What is covered – A specific or sudden accident that causes *your* death or bodily injury to *you*.

What is not covered – A claim relating to the following:

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

4. Clinical Negligence

What is covered – 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 – A claim relating to the following:

- a) the failure or alleged failure to correctly diagnose *your* condition;
- b) psychological injury or mental illness that is not associated with *you* having suffered physical bodily injury.

5. Property Protection

What is covered – A civil dispute relating to *your* principal home, or *personal possessions*, that *you* own, or are responsible for, following:

- a) an event which causes physical damage to such property but the amount in dispute must be more than £250;
- b) a legal nuisance (meaning any unlawful interference with *your* use or enjoyment of *your* land, or some right over, or in connection with it);
- c) a trespass.

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

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

6. Tax Protection

What is covered – 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 – Any claim if *you* are self-employed, or a sole trader, or in a business partnership, or any investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

7. Jury Service and Court Attendance

What is covered – your absence from work:

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

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

8. Legal Defence

What is covered – *costs and expenses* to defend *your* legal rights if an event arising from *your* work as an employee leads to:

- a) *you* being prosecuted in a court of criminal jurisdiction;
- b) civil action being taken against *you* under:
 - discrimination legislation;
 - data protection legislation.

What is not covered:

- a) any claim relating to *you* driving a motor vehicle.
- b) any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

9. Identity Theft Protection

What is covered –

- a) 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;

- b) 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.

c) Following *your identity theft* we will pay:

- legal costs to reinstate *your* identity including costs for the signing of statutory declarations or similar documents;
- 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*;
- loan-rejection fees and any re-application administration fee for a loan when *your* original application has been rejected.

Please note that:

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

What is not covered – Any claim relating to the following:

- a) fraud committed by anyone entitled to make a claim under this policy;
- b) losses arising from *your* business activities.

Exclusions that apply only to Family Legal Expenses

1. Late reported claims

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

2. Costs we have not agreed

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

3. Court awards and fines

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

4. Legal action we have not agreed

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

5. Defamation

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

6. A dispute with DAS

A dispute with *us* not otherwise dealt with under policy condition 8.

7. Judicial review

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

8. Nuclear, war and terrorism risks

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

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in person

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

Conditions that apply only to Family Legal Expenses

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 *costs and expenses*;
- 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 *costs and expenses* 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 any *costs and expenses* we have paid.

7. Expert opinion

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

8. Arbitration

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

Conditions that apply only to Family Legal Expenses (cont.)

9. Keeping to the section terms you must:

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

10. Claims under this section by a third party

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

11. Other insurances

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

12. Law that applies

This 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 policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data protection

To comply with data protection regulations we are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal

information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How we will use your information

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group.

If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law.

Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

What is our legal basis for processing your information?

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

How long will your information be held for?

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at dataprotection@das.co.uk.

What are your rights?

You have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you;
- You have the right to have inaccuracies corrected for personal data held about you;
- You have the right to have personal data held about you erased;
- You have the right to object to direct marketing being conducted based upon personal data held about you;
- You have the right to restrict the processing for personal data held about you, including automated decision-making;
- You have the right to data portability for personal data held about you.

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side, Temple Back,

Bristol BS1 6NH

Or via Email: dataprotection@das.co.uk

How to make a complaint about the processing of personal data

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision.

The Information Commissioner can be contacted at:-
Wycliffe House
Water Lane, Wilmslow,
Cheshire SK9 5AF
www.ico.org.uk

DAS Head and Registered Office

DAS Legal Expenses Insurance Company Limited
DAS House

Quay Side, Temple Back,

Bristol BS1 6NH

Registered in England and Wales

Company Number 103274

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office

DAS Law Limited

Quay Side, Temple Back,

Bristol BS1 6FL

Registered in England and Wales

Company Number 5417859

Website: www.daslaw.co.uk

Conditions that apply only to Family Legal Expenses (cont.)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

How to make a complaint

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

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

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

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

You can contact them by:

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

Further information is available on their website: www.financial-ombudsman.org.uk

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

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

Helplines

The following helpline services are available under this section.

Legal Advice Service **0344 893 9313**

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, 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 **0344 893 9313**

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

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

Health & Medical Information **0344 893 9313**

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.

Identity Theft Service **0344 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.

Counselling Service **0344 893 9012**

(24 hours a day, seven days a week.)

We will provide you with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which we refer you.

Conditions which apply to the whole of *your* Policy

Conditions

1. We (or *our* authorised agent) may cancel *your* policy where there is a valid reason for doing so by giving *you* seven days' notice in writing to *your* last known address. Valid reasons include but are not limited to:
 - If *you* advise *us* of a change of risk under *your* policy which *we* are unable to insure;
 - Where *you* fail to respond to requests from *us* for further information or documentation;
 - Where *you* have given incorrect information and fail to provide clarification when requested;
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of *our* staff or suppliers, by *you* or any person acting on *your* behalf.

You have the right to cancel *your* policy at any time by contacting *your* insurance advisor. If the policy is cancelled, by either *you* or *us*, within 14 days of *you* receiving it (or for renewals, within 14 days of *your* policy renewal date), if no claims have been made *we* will refund the premium *you* have paid. If a claim is made *we* will charge *you* for the days *we* have been on cover (applying a minimum premium of £15 plus insurance premium tax). The balance of the premium will be returned to *you*.

If the policy is cancelled, either by *you* or *us*, after 14 days of *you* receiving it (or for renewals, after 14 days of *your* policy renewal date), *we* will charge *you* on a pro rata basis for the time *we* have been on cover.

2. The contract is governed by the law that applies to where *you* reside within the United Kingdom, Channel Islands or Isle of Man.
3. *You* must tell *us* immediately about any changes in the information recorded in the Statement of Facts. The relevant information includes the rebuilding costs and reinstatement costs of the property insured, the occupancy and use of *your* home, *your* occupation; as specified in the Statement of Facts. Failure to tell *us* about such changes may invalidate *your* insurance. If *you* have any doubt as to whether to inform *us* about changes, please consult *your* insurance broker.

4. If *you* pay using *our* Direct Debit instalment scheme *we* will have the right to renew the policy each year and continue to collect premiums using this method. *We* may vary the terms of the policy (including the premium) at renewal. If *you* decide that *you* do not want *us* to renew the policy, as long as *you* tell *us* before the next renewal date, *we* will not renew it. *Our* right to renew this policy does not affect *your* cancellation rights shown on page 3 and in Condition 1 in this section.

Where either *you* or *we* cancel *your* policy and *you* pay under a Direct Debit instalment scheme with *us*, *you* authorise *us* on *your* behalf to cancel *your* credit agreement.

5. If *you* fail to pay *your* premium *we* may cancel the policy and refuse *your* claim or take the balance of any outstanding premium due to *us* from any claim payment *we* make to *you*. This may mean that *we* fulfil *our* obligations to any claims against *your* policy by a third party but seek full recovery of any payments made under *your* policy directly from *you*. This may include the instruction of solicitors or other recovery agents.
6. *You* must maintain *your* property in a good state of repair and take all reasonable precautions to safeguard property from loss or damage.
7. *We* will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the period of insurance *we* may cancel this policy immediately by giving *you* written notice at *your* last known address. If *we* cancel the policy *we* will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

Exclusions which apply to the whole of *your* Policy

We will not pay for the following:

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

Claims Conditions and how we settle Claims

How to make a claim

If you need to make a claim, what you need most of all is speedy, professional, practical help. That is exactly what we provide. When an accident happens, you should take any immediate action you think is necessary to protect your property and belongings from further damage, such as switching off the gas, electricity or water. Telephone our Claimline **0344 248 9318** for immediate help and assistance. Please have your policy number handy when you call. While most claims can be agreed over the phone, there may be times when we will ask you to complete a claim form and provide us with further information and/or we may wish to arrange a visit and inspection.

To help us deal with your claim quickly, please read this policy booklet carefully.

Claim notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements. Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required.

Claims conditions require you to provide us with any assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone 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
- Police details 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, bank or credit card statements, utility bills, prepurchase surveys, or plans or deeds of your property.
- 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.

Where we have asked you for specific information relevant to your claim we will pay for any reasonable expenses you incur in providing us with the above information.

Preferred suppliers

We take pride in the claims service we offer to our customers. 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 our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Claims Conditions and how we settle Claims (cont.)

Claims Conditions

1. *You* must do all *you* can to prevent and reduce any costs, damage, injury or loss.
2. *You* must tell *us* about any loss, damage or liability as soon as possible and give *us* all the information and help *we* may need, including proof of claim at *your* expense. *We* will decide how to settle or defend a claim and may pursue proceedings in the name of any person covered by *your* policy, including proceedings for recovering any claim payment.
3. *You* must report any loss, theft, attempted theft or malicious damage to the police immediately.
4. If someone is holding *you* responsible for damage to their property or bodily injury to them, *you* must tell *us* immediately and send *us* immediately on receipt any writ, summons, letter of claim or other relevant documents.
5. If a claim is fraudulent or false in any way, *we* will not make any payment and all cover will end and *we* will be entitled to recover from *you* any payment made already in respect of the claim.
6. If any claim is covered by any other insurance, *we* will not pay for more than *our* share of that claim.
7. *You* must retain any damaged property for *our* inspection and not abandon property to *us* unless *you* have *our* written authority.

How we settle claims

We will decide whether to repair, replace, or pay for property which is lost or damaged. When *we* settle *your* claim *we* will deduct the excess shown on the Schedule. The maximum amount which *we* shall be liable to pay is the relevant sum insured less any excess and subject to any limit applicable.

Non-replacement Clause

In the event that *we* agree on request to settle by payment to *you* a claim for loss of or damage

to property insured which otherwise could be settled by replacement of the property, the amount payable will be the lesser of the cost to *us* of replacing the property or the market value of the property. In the event that the property insured cannot be described adequately to allow for accurate replacement, settlement of any claim for loss of the property will be settled on the basis of a reasonable assessment of the market value of the property.

Non-repair Clause

In the event that *we* agree on request to settle by payment to *you* a claim for damage to property insured which otherwise could be settled by repair of the property, the amount payable will be the cost to *us* of repairing the property less any VAT payable on any labour element of such repair. In the event that it is either impossible or uneconomic to repair or reinstate the buildings, settlement will be based on market value.

Underinsurance and Wear and Tear

In the event that the sum insured for buildings represents less than 85% of the full cost of rebuilding the buildings at the date of damage, the amount payable under this policy in respect of any claim for damage to the buildings will be reduced to the proportion of the amount payable which the sum insured bears to the full cost of rebuilding, before the application of any excess. In the event that the sum insured for contents represents less than 85% of the full cost of replacing the contents as new at the date of the damage, the amount payable under this policy in respect of any claim for contents will be reduced to the proportion of the amount payable which the sum insured bears to the full cost of replacement as new, before the application of any excess.

Complaints Procedure & Customer Care

Complaints Procedure

Our Commitment to Customer Service

At Broker Direct, we are committed to going the extra mile for *our* customers and wherever possible, exceeding their expectations. If *you* believe that we have not delivered the service *you* expected, or *you* are concerned about any aspect of *our* service, please let us know.

If *your* complaint relates to *your* policy or a claim then please contact *your* insurance broker. If *your* insurance broker cannot resolve the complaint please contact Broker Direct.

How to contact us

Telephone: **01204 600200**

Post: Broker Direct Plc
Deakins Park
Deakins Mill Way
Egerton
Bolton
BL7 9RW

Email: compliance@brokerdirect.co.uk

We then promise to:

- Fully investigate *your* complaint
- Keep *you* informed of progress
- Do everything possible to resolve *your* complaint
- Learn from *our* mistakes
- Use the information from *your* complaint to proactively improve *our* service in the future.

We aim to resolve *your* concerns within 24 hours. Experience tells us that most difficulties can be sorted *our* within this time.

In the unlikely event that *your* concerns have not been resolved within 72 hours, we will issue a letter acknowledging *your* complaint, explaining the reasons why. We will continue to keep *you* informed of the further actions we will be taking to reach a suitable conclusion. Once we have reviewed *your* complaint we will issue the company's final decision in writing.

Customer Care

If you are still not happy

If *you* are still not satisfied after the review, or *you* have not received a written offer of resolution within 8 weeks of the date we received *your* complaint, *you* can ask the Financial Ombudsman Service to review *your* case. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: **0800 0234567** (Landlines)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of *our* final response to *your* complaint. We will remind *you* of the time limits in *our* final response. *Your* rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value *your* feedback and at the heart of *our* brand we remain dedicated to treating *our* customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should we be unable to meet *our* obligations. Further information is available on www.fscs.org.uk or *you* may contact the FSCS on **0800 678 1100**.

How Broker Direct Plc and *your* insurer use *your* information

Please read the following carefully as it contains important information relating to *your* information. *You* should show this notice to any other party related to this insurance and must ensure that any information given related to another party to this insurance is accurate and that *you* have obtained their consent to the use of their data for the purposes set out in *your* Insurance documentation.

Broker Direct Plc and *your* insurer are the Data Controllers.

Purposes of Processing

Broker Direct Plc and *your* insurer process *your* information to enable *us* to:

- Consider entering or renewing a contract of insurance with *you* including customer profiling.
- Undertake checks for the purposes of credit checking, preventing fraud and money laundering, and to verify *your* identity.
- Administer and monitor *your* policy as required.
- Deal with any claims on *your* policy.

The above processing and provision of personal data is required for the entering into and performance of the insurance contract.

We may receive information about *you* from the following sources:

- *Your* insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regards to incidents) and solicitors.
- Directly from *you*.

What we process and share

The personal data *you* have provided, we have collected from *you*, or we have received from third parties may include *your*:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.

- Identifiers assigned to *your* computer or other internet connected device including *your* Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.

We may enable law enforcement agencies to access and use *your* personal data to detect, investigate and prevent crime.

Sensitive information

Some of the information Broker Direct or *your* insurer ask *you* for may be sensitive personal data, as defined in Data Protection Legislation (such as information about health or criminal convictions). We will not use such sensitive personal data about *you* or others except for the specific purpose for which *you* provide it and to carry out the services described in *your* policy documents. Please ensure that *you* only provide sensitive information about other people with their explicit consent.

Who may receive your Data

Broker Direct Plc and *your* insurer may use and share *your* information with other group companies, including fraud prevention and credit reference agencies, to help *us* and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime, fraud and money laundering;
- Develop *our* services, systems and relationships with *you*;
- Understand *our* customers' requirements;
- Develop and test products and services.

Your information will not be disclosed to anyone outside Broker Direct Plc or *your* insurer except:

- Where we have *your* consent; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide goods or services to Broker Direct, *your* insurer, *our* partners or *you*; or
- Where we may transfer rights and obligations under this agreement.

Data Retention

We will hold *your* details for up to 7 years after the expiry of *your* policy, complaint and/or claims settlement.

Data transfers

Broker Direct Plc process *your* information within the United Kingdom. However, Broker Direct or *your* Insurer may transfer *your* information to other countries on the basis that anyone they pass it to provide an adequate level of protection. In such cases Broker Direct Plc or *your* insurer will ensure it is kept securely and used only for the purpose for which *you* provided it. Details of the companies and countries involved can be provided on request.

Your rights

Your personal data is protected by legal rights, which include *your* rights to:

- object to *our* processing of *your* personal data;
- request that *your* personal data is erased or corrected;
- request access to *your* personal data and date portability;
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

For more information or to exercise *your* data protection rights, please contact *us* using the contact details provided.

Automated decisions

As part of the processing of *your* personal data, decisions such as eligibility, restrictions and the premium for *your* insurance may be made by automated means.

We may also automatically decide that *you* pose a fraud or money laundering risk if:

- *Our* processing reveals *your* behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with *your* previous submissions; or

- *You* appear to have deliberately hidden *your* true identity.

You have rights in relation to automated decision making: if *you* want to know more please contact *us* using the details provided.

If we determine that *you* pose a fraud or money laundering risk, we may refuse to provide the services *you* have requested, or we may stop providing existing services to *you*. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to *you*. If *you* have any questions about this, please contact *us* on the details provided.

Fraud prevention

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

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

Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurance Bureau; and other relevant databases. Under the conditions of *your* policy *you* must tell *us* when *you* become aware of any incident that could give rise to a claim under *your* policy, whether or not it is *your* intention to claim. When *you* tell *us* about an incident we will pass information relating to it to the registers.

How Broker Direct Plc and *your* insurer use *your* information (cont.)

How to contact us

If *you* have any questions in regards to *your* data or *you* would like to know the details of the relevant fraud prevention agencies and third parties to which *your* data has been disclosed, *you* can write to: The Data Protection Liaison Officer, Broker Direct Plc, Deakins Park, Deakins Mill way, Egerton, Bolton, BL7 9RW.

Family Legal Expenses

If *you* wish to speak to a *DAS* legal team about a legal problem, please phone *DAS* on **0344 893 9313** quoting reference 6802507.

If *your* issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone *DAS* on **0344 893 9313** quoting reference 6802507.

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

BrokerDirect Plc
A better way to insure



In the event of
a claim please call
01204 600 400