

Home Insurance Policy document

Welcome

Thank you for choosing Nationwide Home Insurance, which is underwritten by U K Insurance Limited.

If you change your mind about your policy, and provided you haven't made a claim, you can cancel it within 14 days of your policy starting and have your premium refunded. Please see page 60 for cancellation details.

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs.

As part of your policy, a range of services are available for you to use at any time, 24 hours a day, 365 days a year. Calls are charged at the local rate.

Please have your policy number with you when you call.

Home Insurance Helpline for new and existing household claims 08458 50 40 12

Use this service to report a new claim or get help with an existing claim. For Legal Assistance Claims see panel below.

Home Emergency Helpline 08458 50 40 13

Use this service for urgent assistance with emergencies in your home such as a burst pipe, damage to your roof or a broken window. You will be put in touch with a skilled and reliable tradesman who will be able to carry out repairs for you.

If you have chosen to include the Home Emergency section of the policy, and provided you call the helpline to notify us of the emergency, you may have cover for the costs involved. If not, you will be responsible for paying the tradesman for any work carried out, including call-out fees.

This service is provided by DAS Legal Expenses Insurance Company Limited.

Legal Assistance Helpline 08458 50 40 14

Use this service for confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

You can also use this service to discuss a potential Legal Assistance claim, if you have purchased cover under this section of the policy.

This service is provided by DAS Legal Expenses Insurance Company Limited.

Other Helplines 08458 50 40 15

Counselling

Use this service for confidential counselling over the phone. Qualified and experienced counsellors can listen and guide you on a range of emotional issues including marital and relationship problems, bereavement, stress and anxiety.

Tax Advice

Use this service for confidential advice over the phone on personal tax matters. Specialists can give you information and advice on personal tax problems and the tax implications of a range of subjects such as investments, property, trusts, inheritance and pensions.

Health and Medical Advice

This service can provide you with information over the phone on general health issues, and non diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

All these services are provided by DAS Legal Expenses Insurance Company Limited

If you have any questions about your cover or need to let us know about a change in your circumstances call Customer Services on **08457 30 20 10** Monday to Saturday 8am – 8pm.

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Your Policy Explained

Your policy has been arranged for you by Nationwide and is made up of two parts – this document and the schedule.

Together they set out your cover and provide proof of the contract between you and the insurer. This is based on the information you gave when you applied for this insurance. It is essential that this information is accurate as far as you know. If it isn't the insurer may not be able to pay any claims you make.

The insurer will provide the insurance in this document and the schedule where the date of loss, damage or occurrence of any insured incident happens during the period of cover.

This document shows:

- what is and what is not covered
- how you make a claim and how it will be dealt with
- all the terms and conditions that need to be complied with.

The schedule shows:

- the name of the policyholder
- your policy number
- the period of your cover
- the name of the insurer
- the address of the property insured
- which Sections of the policy you have chosen
- your sums insured, where applicable
- your premium and payment details
- any endorsements that apply to your policy
- any other parties who have an interest in your insurance.

Please read the document and schedule carefully. You should find them clear and easy to follow. If you want to make any changes, call Customer Service on **08457 30 20 10**.

Following any changes made to your policy, your premium and the policy terms may change. A new schedule will be sent to you to keep with your document.

Premiums

You must pay the annual or monthly premium shown on the schedule when it is due and keep payments up to date. If you don't, the insurer may decline any claims you make and your policy may be cancelled.

Nationwide will pass the premiums to the insurer.

Renewal of your policy

Your policy is an annual contract. It will automatically be renewed on the renewal date unless you tell us not to, or the insurer has written to you to advise that it will be cancelled. Please see page 60 for cancellation details.

At least 21 days before the end of each period of cover, you will receive details about your cover for the next 12 months, together with a new schedule. At this time, the insurer can alter the premium and terms of your policy.

If you choose not to renew your policy, and provided you haven't made a claim, you can cancel it within 14 days of the renewal date and have your premium refunded.

Your new insurance schedule will also be a reminder to you to check that the cover still meets your needs.

Words with Specific Meanings

Throughout this document and the schedule there are a number of words or expressions that have specific meanings and these are shown below. These meanings apply whenever you see one of the words or expressions.

Bedroom

A room designed to be used as a bedroom, even if it is currently being used for other purposes.

Buildings

The structure of your home and any of the following which you own or are legally responsible for:

- permanent fixtures and fittings and interior decorations
- garden walls, terraces, patios, decking, gates, fences, hedges, footpaths and drives
- tennis courts and other hard courts
- hot tubs and swimming pools (including their covers)
- ponds and fountains
- service tanks, septic tanks and central heating oil tanks
- solar-panel units
- drains, pipes and cables.

It does not include satellite dishes, aerials, their fittings and masts.

Buildings excess

The amount shown in your schedule that you must pay towards any claim you make. Claims for subsidence, heave or landslip damage have a separate excess.

Buildings subsidence excess

The amount shown in your schedule that you must pay towards any claim you make for subsidence, heave or landslip damage.

Contents

- Household furniture, furnishings and goods, money, valuables, pedal cycles, gardening equipment and gardening machinery, personal possessions and other personal property (including satellite dishes, aerials, their fittings and masts), which are for your own private use
- Home office contents
- Visitors' belongings (but not if they are covered by the visitors' own insurance).

All the above items, except for visitors' belongings, must belong to you or you must be legally responsible for them.

It does not include:

- aircraft, hovercraft or watercraft (unless designed to be hand propelled only)
- adults and children's motor cycles and motor vehicles
- caravans, trailers or trailer tents
- parts for any of the above items
- accessories for any of the above items whilst they are attached to them
- any kind of animal
- documents
- business stock or tools of your trade.

Contents excess

The amount shown in your schedule that you must pay towards any claim you make.

Endorsements

These change the normal terms or conditions of your policy, or may give you different cover. Any endorsements that apply to your policy will be shown in your schedule.

Home

The private residence shown as the property insured in your schedule. This is where you live, unless otherwise agreed. It includes any communal areas inside the property and its domestic outbuildings and garages (including those you own on nearby sites).

It does not include properties used for any business purposes except where part of the property is used for office administration, unless agreed by the insurer.

Home office contents

Office furniture, equipment and stationery that you use to run an office from your home in connection with your business, trade or profession and which belong to you or you are legally responsible for.

It does not include business stock or tools of your trade.

Insurer(s)

As shown in your latest schedule.

Money

Current coin and bank notes, cheques, postal orders, money orders, savings stamps and certificates, current postage stamps, premium bonds, trading stamps, luncheon vouchers, petrol coupons, travellers cheques, gift tokens, season and travel tickets, phone cards and electronic money cards. All these items must belong to you or you must be legally responsible for them.

It does not include lottery tickets, scratch cards or money used for business.

Nationwide

Nationwide means Nationwide Building Society.

Pedal cycles

Any pedal cycles, including parts and accessories, which belong to you or you are legally responsible for.

Period of cover

This is the period of your insurance cover and is shown in your schedule.

Personal possessions

- Clothes and personal items you normally wear or carry about with you
- Jewellery and watches
- Cameras, camcorders and their equipment
- Portable musical instruments
- Personal lap top computers
- Camping equipment
- Sports equipment
- Pushchairs, prams and wheelchairs, including motorised wheelchairs
- Children's electric toys, including scooters
- Telescopes and binoculars
- Money.

All these items must belong to you or you must be legally responsible for them, and they must be for your own private use.

It does not include pedal cycles, trailer tents or any items used for business purposes.

Policyholder

Policyholder means the person named in Nationwide's records and shown on your latest schedule.

Unfurnished

When your home has not had sufficient furniture and furnishings for normal living purposes for longer than 30 consecutive days.

Unoccupied

When your home has not been lived in permanently by you or anyone else with your permission for longer than 60 consecutive days.

Valuables

- Jewellery
- Watches
- Items made of gold, silver and other precious metals
- Furs
- Pictures and other works of art
- Collections of stamps, coins and medals.

All these items must belong to you or you must be legally responsible for them.

You/Your

You/Your means the policyholder and any other persons normally residing in the home (but not boarders, lodgers or paying guests).

Section 1 – Buildings Standard Cover

Your schedule will show if you have chosen to include this Section. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what type of damage your buildings are insured for. Where something is not covered, this is shown in red to make it clearer for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

You have cover for loss of, or damage to, your buildings caused by any of the insured incidents shown in 1 to 11 below:

1 Fire, explosion, lightning or earthquake

You are not covered for:

- any buildings excess.

2 Smoke

You are not covered for:

- any buildings excess
- loss or damage caused by agricultural or industrial operations
- loss or damage which happens gradually.

3 Theft or attempted theft

You are not covered for:

- any buildings excess
- loss or damage caused by you
- loss or damage which happens while your home, or part of it, is lent, let or sub-let to anyone unless there is evidence of forcible and violent entry to, or exit from, your home
- loss or damage if your home is either unfurnished or unoccupied, unless you have met all the conditions set out on page 55.

4 Vandalism, acts of malicious persons, riot, civil unrest, labour or political disturbances

You are not covered for:

- any buildings excess
- loss or damage caused by you
- loss or damage if your home is either unfurnished or unoccupied, unless you have met all the conditions set out on page 55.

Call **08458 50 40 12** to notify a claim as soon as you can

5 Oil leaking from any fixed heating installation

You are not covered for:

- any buildings excess
- loss or damage if your home is either unfurnished or unoccupied, unless you have met all the conditions set out on page 55.

6 Storm or flood

You are not covered for:

- any buildings excess
- loss of, or damage to, gates, hedges or fences
- loss or damage by frost.

7 Falling trees or branches

You are not covered for:

- any buildings excess
- the cost of removing trees or branches if they have not caused any damage to your buildings.

8 Collision involving an aircraft or other flying object (including anything falling from them), vehicles, trains or animals

You are not covered for:

- any buildings excess.

9 Falling satellite dishes, aerials, their fittings and masts

You are not covered for:

- any buildings excess
- loss of, or damage to, the satellite dishes, aerials, their fittings and masts themselves.

10 Subsidence or heave of the land on which your buildings stand, or landslip

You are not covered for:

- any buildings subsidence excess
- loss or damage caused by:
 - new structures that are bedding down
 - coastal or river erosion
 - demolition of your buildings
 - structural changes or repairs to your buildings
 - defective design, faulty workmanship or the use of defective materials
- loss of, or damage to, garden walls, terraces, patios, decking, gates, fences, hedges, footpaths, drives, tennis courts, other hard courts, hot tubs, swimming pools, ponds and fountains, service tanks, septic tanks, central heating oil tanks and solar-panel units unless your home is damaged at the same time by the same cause
- loss of, or damage to, solid floor slabs, or loss or damage that results from floor slabs moving, unless the foundations beneath the external walls of your home are damaged at the same time by the same cause.

11 Water escaping from any fixed water or heating installation, domestic appliance, water bed or fish tank

You are not covered for:

- any buildings excess
- loss or damage caused by subsidence, heave or landslip that results from the escaping water
- loss of, or damage to, the item that the water escaped from
- loss or damage if your home is either unfurnished or unoccupied, unless you have met all the conditions set out on page 55.

In addition to the insured incidents 1 to 11 you also have the extra protection shown in 12 to 23 below:

12 Frost damage to water pipes and tanks

You have cover for damage to the water pipes and tanks at your buildings caused by frost.

You are not covered for:

- any buildings excess
- loss or damage if your home is either unfurnished or unoccupied, unless you have met all the conditions set out on page 55.

Call 08458 50 40 12 to notify a claim as soon as you can

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13 Underground services

You have cover for accidental damage to underground drains, tanks, pipes and cables that provide services to your buildings, as long as you are legally responsible for them.

You are not covered for:

- any buildings excess
- damage caused by normal deterioration or wear and tear
- for the cost of clearing a blockage unless the service pipe is damaged at the same time.

14 Fixed glass, fixed ceramic hobs and sanitary fittings

You have cover for accidental breakage of:

- fixed glass that forms part of your buildings, which includes double glazing, sealed units and solar-panel units
- fixed ceramic hobs in your home
- sanitary fittings in your home, which includes fixed baths, bath panels, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns (and for each of them, their fixtures and fittings).

You are not covered for:

- any buildings excess
- failure caused by normal deterioration or wear and tear
- the failure of seals in double glazed units.

15 Cost of alternative accommodation and loss of rent

During the time your home cannot be lived in because of loss or damage which is covered under Section 1 of your policy, you have cover for:

- the reasonable cost of comparable alternative accommodation for you and your domestic pets
- the amount of rent you lose
- the cost of up to 2 years ground rent which you are legally responsible for.

16 Legal fees to remove squatters

You have cover for legal fees which you have to pay to repossess your home if squatters have moved in. You must have these fees agreed in advance by the insurer in writing.

The insurer will pay up to £10,000 for any one claim.

17 Professional fees and clearance costs

You have cover for the fees and clearance costs shown below that you may have to pay, following loss of, or damage to, your buildings which is covered under Section 1 of your policy.

• Professional fees

Architects', surveyors', legal and any other professional fees.

You must have these costs agreed in advance by the insurer, unless immediate action is required for safety reasons.

• Clearance costs

Cost of removing debris, dismantling, demolishing, shoring-up or propping-up. You must have these costs agreed in advance by the insurer, unless immediate action is required for safety reasons.

• Statutory costs

Cost of meeting any government or local authority orders.

You are not covered for:

- any fees you have to pay to prepare a claim
- the cost of meeting any government or local authority orders if you knew about them before the loss or damage.

18 Selling your home

If you sell your home, your buildings are insured for loss or damage covered under Section 1 of your policy, which happens between exchange of contracts or conclusion of missives (Scotland) and completion date.

The person you are selling to will be entitled to the benefit of any claim.

You are not covered for:

- any loss or damage if the person who is buying your home already has their own insurance for the buildings during this period.

19 Emergency access to buildings

You are covered for the reasonable cost of repairing damage to your buildings which form part of the home, caused when the fire brigade, the police or the ambulance service have to make a forced entry because of an emergency to you.

You are not covered for:

- any buildings excess

Call 08458 50 40 12 to notify a claim as soon as you can

Call 08458 50 40 12 to notify a claim as soon as you can

20 Emergency access to gardens

You are covered for the reasonable cost of re-landscaping gardens which form part of your home, following damage caused by the fire brigade, the police or the ambulance service who are attending an emergency to you.

You are not covered for:

- any buildings excess
- damage to land not belonging to your home.

21 Trace and access

You have cover for the cost of removing and replacing any part of your buildings which form part of your home to find and repair the source of any water escaping from tanks, pipes or fixed heating installation in your buildings.

The insurer will pay up to £5,000 for any one claim.

You are not covered for:

- the cost of any loss or damage to the household heating or water installation itself.

22 Replacing locks and keys

You have cover for the cost of replacing locks and keys to the following doors, windows and alarms, if the keys to them are lost or stolen:

- external doors to your home
- windows in your home
- alarm systems fitted in your home

The insurer will pay up to £1,000 for any one claim.

23 Liability as the owner of your home

You have cover for all amounts that you become legally responsible to pay for if:

- someone is injured, falls ill or dies
- property is lost or damaged.

The injury, illness, death, loss or damage must be caused:

- by you as the owner of your buildings and the land they stand on, by an accident which happens during the period of cover
- in connection with a residential property which you used to own and live in, where your legal responsibility arises under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. (Details can be found at: www.opsi.gov.uk/ACTS/acts1991). In this case, you must not be covered by other insurance, and must no longer be the owner or have any interest in that property.

Continued on next page

Liability as the owner of your home - continued from previous page

The insurer will pay up to £2,000,000 for all claims made against you arising from one incident.

In addition, the insurer will also pay any extra costs and expenses awarded against you or incurred by you, as long as they have been agreed in advance by the insurer in writing.

If you should die, your personal legal representatives will have the benefit of this extra protection.

You are not covered for liability:

- for any injury or illness to you, or your death
- if your employees are injured, fall ill or die in the course of their employment
- if the lost or damaged property belongs to, or is the responsibility of, you or your employees
- arising from your employment, trade, business or profession
- under any agreement, unless you would have been liable without the agreement
- which is covered under another policy.

Helpful information if you own and occupy your home

Liability which results from owning and occupying a building or land nearly always falls on the occupier, rather than the owner. If you are both the owner and occupier, the liability cover above does not provide protection for you as the occupier. You should consider taking out contents insurance which would give you the occupier's liability cover you need.

If you don't already have your contents insured under Section 3 of this policy and would like more details, please ring **08457 30 20 10**.

Inflation protection

If your schedule shows a sum insured amount, this will be amended each month in line with increases in the House Rebuilding Cost Index published by the Royal Institution of Chartered Surveyors, or another suitable index if this is not available. This will not affect your premium until the next renewal date of your policy.

This will not apply:

- if your schedule shows your buildings sum insured as unlimited
- to any limits of cover shown throughout Section 1 of this policy document.

Call **08458 50 40 12** to notify a claim as soon as you can

Call **08458 50 40 12** to notify a claim as soon as you can

Section 2 – Buildings Additional Accidental Damage

This is an optional extension to Section 1 – Buildings Standard Cover. Your schedule will show if you have chosen to include it. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what your buildings are insured for. Where something is not covered, this is shown in red to make it clear for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

Accidental damage

You have cover for accidental damage to your buildings, which happens as a result of one single incident.

You are not covered for:

- the first £25 of each claim or any buildings excess, whichever is the higher amount
- the cost of routine maintenance or decorating
- damage caused by:
 - wear and tear, or anything which happens gradually
 - defective design, faulty workmanship or defective materials
 - rot, fungus or mildew
 - the effect of the weather or light
 - vermin or insects
 - chewing, biting, clawing, tearing, vomiting or fouling by any domestic pet
- damage to electrical or mechanical equipment due to breakdown or misuse
- damage caused to any item while it is being repaired
- damage caused by, or excluded in, any insured incident numbered 1 to 12 in Section 1.

Helpful information

Remember that your policy is not a maintenance contract and doesn't cover the cost of anything that needs replacing or repairing due to its age or normal deterioration.

You are responsible for maintaining your buildings and for taking care to avoid damage. This is a condition of your policy and is explained on page 57.

Section 1 and Section 2 – Making Buildings Claims

How claims will be settled

- When you make a claim under Section 1 or Section 2, the insurer can choose to pay to have the damaged parts of your buildings repaired, replaced or rebuilt back to the form they were in immediately before the loss or damage happened.
- The insurer has the right to negotiate, settle or defend any claim in your name and on your behalf. They can also take steps to recover any payment they have made.
- Nationwide may handle any claim you make. When we do, we will only be acting on behalf of the insurer.

How much will be paid

- Up to the full cost of repairs, replacement or rebuilding, less any excesses. This is provided you have maintained your buildings in a good state of repair. If not, a deduction for wear and tear may be made.
- If your schedule shows a sum insured amount, this is the most the insurer will pay and must represent the full rebuilding cost of your buildings in the same form, style and condition as new. If the sum insured is too low, the insurer can reduce your claim settlement by the same percentage that your sum insured is inadequate.
- The insurer will not pay for any reduction in the market value of your home that may result from the repair, replacement or rebuilding work carried out.
- If repairs, replacement or rebuilding is not carried out, the insurer will pay the reduction in market value of your home resulting from the damage.

Undamaged parts of sets, suites or matching items

The insurer will not pay the cost of altering or replacing any undamaged part of the buildings, which is either part of a set, suite or part of a common design or function, when the damage is to a clearly definable area or to a specific part.

Your responsibilities when making a claim

- Always contact the Claims Advice Service on **08458 50 40 12** if you need advice on something that has happened, or to make a claim, and quote your policy number.
- Inform the Police if you suspect that theft or malicious damage has been carried out. You will need to provide details of the Police station and crime reference number.
- Provide any information and assistance the insurer may reasonably need to deal with your claim. You will be responsible for paying any costs involved in this.
- Allow the insurer access to your buildings to assess the damage.
- Immediately send to Nationwide any writ, summons, letters, claims or any other documents you receive from anyone else. You must not answer any of these yourself.
- Failure to comply with your responsibilities may invalidate your claim.

Call **08458 50 40 12** to notify a claim as soon as you can

Call **08458 50 40 12** to notify a claim as soon as you can

What you must not do

- Dispose of any damaged items, make any permanent repairs or replace the items before the insurer is given the chance to see them and confirms you can go ahead.
- Abandon any damaged items to the insurer for them to deal with.
- Admit, deny or comment on any claim made by anyone else against you, or make any agreement with them.

What the insurer will do

- Contact you if more information is needed, or arrange for someone to visit you to discuss your claim and assess the damage. This person will be representing the insurer's claims department, or will be an independent Chartered Loss Adjuster or other appropriate specialist.
- Settle your claim as quickly and efficiently as possible.
- If a cash payment is made in lieu of repair, replacement or reinstatement, payment will be made to the policyholder, unless the policyholder gives authority to pay someone else.
- If you have a mortgage with Nationwide on the property insured, Nationwide has the right to ask for the claim settlement to be made payable to Nationwide.
- If someone else has a financial interest in the property insured, they may also have the right to ask for the claim settlement to be made to them.

Important Information about excesses

If you need to claim under more than one Section of this policy for damage caused by the same incident, such as fire damage to both your buildings and contents, you will have to pay the excess under each Section.

Section 3 – Contents Standard Cover

Your schedule will show if you have chosen to include this Section. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what type of damage your contents are insured for. Where something is not covered, this is shown in red to make it clear for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

You have cover for loss of, or damage to, your contents while they are in or on your home, caused by any of the insured incidents shown in 1 to 11 below:

1 Fire, explosion, lightning or earthquake

You are not covered for:

- any contents excess.

2 Smoke

You are not covered for:

- any contents excess
- loss or damage caused by agricultural or industrial operations
- loss or damage which happens gradually.

3 Theft or attempted theft

You are not covered for:

- any contents excess
- loss or damage caused by you
- loss or damage which happens while your home, or part of it, is lent, let or sub-let to anyone unless there is evidence of forcible and violent entry to, or exit from, your home
- loss or damage if your home is unoccupied, unless you have met all the conditions set out on page 55
- loss or damage by deception, except when this is used solely to enter your home.

Call **08458 50 40 12** to notify a claim as soon as you can

Call **08458 50 40 12** to notify a claim as soon as you can

4 Vandalism, acts of malicious persons, riot, civil unrest, labour or political disturbances

You are not covered for:

- any contents excess
- loss or damage caused by you
- loss or damage if your home is unoccupied, unless you have met all the conditions set out on page 55.

5 Water escaping from any fixed water or heating installation, domestic appliance, water bed or fish tank

You are not covered for:

- any contents excess
- loss or damage if your home is unoccupied, unless you have met all the conditions set out on page 55.

6 Oil leaking from any fixed heating installation

You are not covered for:

- any contents excess
- loss or damage if your home is unoccupied, unless you have met all the conditions set out on page 55.

7 Storm or flood

You are not covered for:

- any contents excess.

8 Falling trees or branches

You are not covered for:

- any contents excess.

9 Collision involving an aircraft or other flying object (including anything falling from them), vehicles, trains or animals

You are not covered for:

- any contents excess
- loss or damage caused by birds or domestic pets.

10 Falling satellite dishes, aerials, their fittings and masts

You are not covered for:

- any contents excess.

11 Subsidence, heave or landslip of the land on which your buildings stand

You are not covered for:

- any contents excess.

In addition to the insured incidents 1 to 11 you also have the extra protection shown in 12 to 33 below.

12 Home entertainment equipment

You have cover for accidental damage to television sets, digital television receivers, video cassette recorders, DVD players and recorders, home computers, audio equipment and television games, which happens in your home.

You are not covered for:

- any contents excess
- damage caused by:
 - electrical or mechanical breakdown or failure
 - wear and tear, or anything which happens gradually
 - vermin or insects
 - the process of being cleaned, repaired or altered
- damage to:
 - home office equipment
 - records, discs of any kind, tapes or cassettes
 - mobile phones, cameras or camcorders
- loss of, or loss of access to, computer data
- damage caused by, or excluded in, any insured incident numbered 1 to 11 in Section 3.

Call 08458 50 40 12 to notify a claim as soon as you can

Call 08458 50 40 12 to notify a claim as soon as you can

13 Downloaded information

You have cover for the cost of replacing information lost or damaged, due to any insured incident numbered 1 to 11 in section 3 of this policy that you have purchased and stored on your home entertainment equipment and mobile phones.

The insurer will pay up to £1000 for any one claim.

You are not covered for

- remaking a film, tape or disc
- rewriting the information contained on your home entertainment equipment
- loss or damage excluded in any insured incident numbered 1 to 11 in section 3.

14 Mirrors and glass in furniture

You have cover for accidental breakage of mirrors, glass tops, ceramic hobs and fixed glass in furniture, which happens in your home.

You are not covered for:

- any contents excess
- damage caused by, or excluded in, any insured incident numbered 1 to 11 in Section 3.

15 Freezer and refrigerator contents

You have cover for replacing contents spoilt in any deep freezer or refrigerator in your home, caused by a rise or fall in temperature or escape of refrigerant or refrigerant fumes.

This cover includes goods elsewhere in your home that would normally have been in the deep freezer or refrigerator had the units not failed.

The insurer will pay up to £500 for any one claim.

You are not covered for any spoilt goods:

- if caused by the deliberate act of the supply authority or the withholding or restricting of power by the authority.

16 Contents in your garden

You have cover for loss of, or damage to, your contents while in the open but inside the boundaries of your home, due to any insured incident numbered 1 to 11 in Section 3 of this policy.

The insurer will pay up to £1,000 for any one claim.

You are not covered for:

- loss of, or damage to:
 - money
 - trees, bushes or plants (other than those growing in pots)
 - visitors' personal belongings
- loss or damage excluded in any insured incident numbered 1 to 11 in Section 3.

Helpful information

Please remember that this extra protection does not include accidental damage cover unless you have chosen Section 4 of this policy.

17 Contents temporarily taken away from your home

You have cover for loss of, or damage to, your contents while temporarily taken away from your home, due to any insured incident numbered 1 to 11 in Section 3 of this policy. It must be the intention for these items to be returned to your home.

Your contents are covered:

- anywhere in Europe; or
- anywhere else in the world for a maximum of 60 days in any period of cover.

You are not covered for:

- any contents excess
- loss of, or damage to, visitors' personal belongings
- loss or damage by theft or attempted theft unless there is evidence of forcible and violent entry to, or exit from, a building or caravan
- loss or damage caused by storm, flood or frost to any items in the open
- loss or damage which happens outside the United Kingdom, the Isle of Man or the Channel Islands, caused by riot, civil unrest, labour and political disturbances, vandalism or acts of malicious persons
- loss or damage excluded in any insured incident numbered 1 to 11 in Section 3.

Call 08458 50 40 12 to notify a claim as soon as you can

Call 08458 50 40 12 to notify a claim as soon as you can

18 Student's contents away from home

You have cover for loss of, or damage to, contents temporarily taken away from your home for the purpose of attending a college, university or boarding school, due to any insured incident numbered 1 to 11 in Section 3 of this policy. It must be the intention for these items to be returned to your home.

Your contents are covered:

- anywhere in Europe; or
- anywhere else in the world for a maximum of 60 days in any period of cover.

You are not covered for:

- any contents excess
- loss of, or damage to, visitors' personal belongings
- loss or damage by theft or attempted theft unless there is evidence of forcible and violent entry to, or exit from, a room or building
- loss or damage caused by storm, flood or frost to any items in the open
- loss or damage which happens outside the United Kingdom, the Isle of Man or the Channel Islands, caused by riot, civil unrest, labour and political disturbances, vandalism or acts of malicious persons
- loss or damage excluded in any insured incident numbered 1 to 11 in Section 3.

19 Cost of alternative accommodation and storage

During the time your home cannot be lived in because of loss or damage which is covered under Section 3 of your policy, you have cover for:

- the reasonable cost of comparable alternative accommodation for you and your domestic pets
- the cost of temporary storage of your contents
- the amount of rent which you remain legally responsible to pay.

20 Replacing locks and keys

You have cover for the cost of replacing locks and keys to the following doors, windows and alarms, if the keys to them are lost or stolen:

- external doors to your home
- windows in your home
- alarm systems fitted in your home.

The insurer will pay up to £1,000 for any one claim.

21 Plants in the garden

You have cover for loss of, or damage to, trees, bushes, plants or lawns in the open but inside the boundaries of your home, due to any insured incident numbered 1 to 11 in Section 3 of this policy.

The insurer will pay up to £500 for any one claim.

You are not covered for

- loss or damage to trees, bushes, plants or lawns as a result of the ground sinking (subsidence) unless your home is damaged at the same time and by the same cause
- loss or damage due to flood or storm
- loss or damage caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus, disease or frost
- trees, bushes, plants or lawns dying naturally or because they haven't been looked after properly
- loss or damage to trees, bushes, plants or lawns on land not belonging to your home
- loss or damage if your home is unoccupied.

22 Debit, credit, cheque and cash cards

You have cover for any financial loss you suffer if your debit, credit, cheque or cash card is lost or stolen and then fraudulently used by someone else.

The insurer will pay up to £500 for any one claim.

You are not covered for:

- any loss where you have failed to comply with the terms and conditions of the card issuing authority
- any loss following fraudulent use by any person related to you
- any loss more specifically insured or covered by any other agreement.

23 Loss of heating fuel and metered water

You have cover for the accidental loss of:

- domestic heating fuel
- metered water provided it is lost as a direct result of damage to water pipes and apparatus providing services to your building.

You are not covered for:

- any contents excess.

Call 08458 50 40 12 to notify a claim as soon as you can

Call 08458 50 40 12 to notify a claim as soon as you can

24 Documents

You have cover for preparing new documents if they are lost or damaged while in your home, bank, safe deposit or solicitor's strong room anywhere in the world.

The insurer will pay up to £500 for any one claim.

25 Fatal injury benefit

An amount of £5,000 will be paid if the policyholder named in the schedule, or their spouse, partner or civil partner, dies within 60 days as a direct result of sustaining an injury caused by an:

- accident or fire in your buildings
- assault in your buildings or in the street
- accident while travelling as a fare paying passenger by train, bus or licensed taxi.

The insurer will pay the benefit to the deceased's personal legal representatives.

There is no cover if:

- the fatal injury occurs as a result of an incident which happens outside the United Kingdom, the Channel Islands or the Isle of Man
- the fatal injury happens to a person who is 70 years of age or over at the time the incident happened.

26 Moving home

You have cover for loss of, or damage to, your contents while you or a removal firm are moving them to your next new permanent home, due to any insured incident numbered 1 to 11 in Section 3 of this policy. This includes up to seven days temporary storage in a removal firm's own storage facility where this is necessary as part of the move.

Your new permanent home must be within the United Kingdom, the Channel Islands or the Isle of Man.

Continued on next page

Moving home - continued from previous page

You are not covered for:

- any contents excess
- loss or damage excluded in any insured incident numbered 1 to 11 in Section 3.

Helpful information for home movers

Please remember that this extra protection does not include accidental damage cover during your move, unless you have chosen Section 4 of this policy.

If you are not moving to a new permanent home straight away and are placing your contents in storage, you should let us have details and we will let you know if we can provide any cover for you.

27 Public and occupier's liability

You have cover for all amounts that you become legally responsible to pay for, if:

- someone is injured, falls ill or dies
- property is lost or damaged.

The injury, illness, death, loss or damage must be caused:

- by you as a private person, by an accident which happens during the period of cover
- by you as occupier (but not as owner) of your home or any other private residence in which you are temporarily living, by an incident which happens during the period of cover
- in connection with a residential property which you used to occupy (but not own), where your legal responsibility arises under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. (Details can be found at: www.opsi.gov.uk/ACTS/acts1991).

The insurer will pay up to £2,000,000 for all claims made against you arising from one incident.

In addition, the insurer will also pay any extra costs and expenses awarded against you or incurred by you, as long as they have been agreed in advance by the insurer in writing.

If you should die, your personal legal representatives will have the benefit of this extra protection.

Continued on next page

Call 08458 50 40 12 to notify a claim as soon as you can

Call 08458 50 40 12 to notify a claim as soon as you can

Public and occupier's liability - continued from previous page

You are not covered for liability:

- for any injury or illness to you, or your death
- if your employees are injured, fall ill or die in the course of their employment
- if the lost or damaged property belongs to, or is the responsibility of, you or your employees
- arising from your employment, trade, business or profession
- caused by you carrying out any wilful or malicious act
- arising from you owning, having or using animals (other than pet dogs and cats, or horses kept for private hacking or hunting)
- arising from you owning or having a dangerous dog as defined under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation. (Details can be found at: www.opsi.gov.uk/ACTS/acts1991).
- arising from you owning or using:
 - a mechanically propelled or assisted vehicle (other than gardening machinery and motorised or electric wheelchairs)
 - trailers, trailer tents and caravans while being towed
 - sailboards, sailing or mechanically propelled boats (other than rowing boats or models)
 - aircraft of any type (other than models)
 - lifts (other than stair lifts)
- caused by you passing on an infectious disease
- under any agreement, unless you would have been liable without the agreement
- which is covered under another policy.

28 Liability to your domestic employees

You have cover for all amounts that you become legally responsible to pay for if any of your domestic employees are injured, fall ill or die while they are working for you.

The injury, illness or death must be caused by an accident that happens during the period of cover.

The insurer will pay up to £10,000,000 for all claims made against you arising from one incident.

In addition, the insurer will also pay any extra costs and expenses awarded against you or incurred by you, as long as they have been agreed in advance by the insurer in writing.

If you should die, your personal legal representatives will have the benefit of this extra protection.

29 Unpaid court awards

You have cover for all sums which you have been awarded in a court of law in the United Kingdom, the Channel Islands or Isle of Man, which have not been paid to you within three months of the date of the award, provided no appeal is made.

The insurer will pay up to £100,000 for sums awarded from any one incident.

The insurer will only make this payment if insured incidents numbered 27 and 28 in Section 3 of this policy would have covered you had the award been made against you, rather than in your favour.

You are not covered for liability:

- which is specifically excluded in Contents extra protection 27 (public and occupier's liability) on page 28.

30 Your liability as a tenant

You have cover for all sums that you become legally responsible to pay for as a tenant (but not owner) of your home for the following:

- loss of, or damage to, the buildings due to any insured incident numbered 1 to 11 in Section 1 of this policy
- accidental breakage of fixed glass that forms part of your home, which includes double glazing, sealed units and solar-panel units
- accidental breakage of sanitary fittings in your home, which includes fixed baths, bath panels, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns (and for each of them, their fixtures and fittings)
- accidental damage to underground drains, tanks, pipes and cables that provide services to the buildings.

The insurer will pay up to £5,000 for any one claim.

You are not covered for:

- any contents excess
- loss or damage excluded in any insured incident numbered 1 to 11 in Section 1
- loss or damage if your home is unoccupied, unless you have met all the conditions set out on page 55
- the cost of routine maintenance or decorating.

Call 08458 50 40 12 to notify a claim as soon as you can

Call 08458 50 40 12 to notify a claim as soon as you can

31 Religious festival increase

The contents sum insured shown in your schedule will be increased by 10% for the period starting 30 days before and finishing 30 days after a religious festival, to cover gifts and extra food and drink you buy.

Helpful information

Remember, this increase in your sum insured is only temporary, so you may need to consider increasing your sum insured permanently.

32 Wedding and civil partnership gifts

The contents sum insured shown in your schedule will be increased by 10% for the period starting 30 days before and finishing 30 days after your wedding day or civil partnership ceremony. This is to give you extra cover for gifts you receive.

Helpful information

Remember, this increase in your sum insured is only temporary, so you may need to consider increasing your sum insured permanently.

33 Birthday gifts

The contents sum insured shown in your schedule will be increased by 10% for the period starting 30 days before and finishing 30 days after your birthday. This is to give you extra cover for gifts you receive.

Helpful information

Remember, this increase in your sum insured is only temporary, so you may need to consider increasing your sum insured permanently.

Inflation protection

The contents sum insured shown in your schedule will be amended each month in line with increases of the Retail Price Index, or another suitable index if this is not available. This will not affect your premiums until the next renewal date of your policy.

This will not apply:

- to any limits of cover shown throughout Section 3 of this policy document
- to any items individually listed under Section 3 in your schedule
- if the index value goes down.

Call 08458 50 40 12 to notify a claim as soon as you can

Section 4 – Contents Additional Accidental Damage

This is an optional extension to Section 3 – Contents Standard Cover. Your schedule will show if you have chosen to include it. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what your contents are insured for. Where something is not covered, this is shown in red to make it clear for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

Accidental damage

You have cover for accidental loss or damage to your contents in or on your home, which happens as a result of one single incident.

This Optional Section also applies to Contents extra protection 16 (contents in your garden) on page 24 and Contents extra protection 26 (moving home) on page 27.

You are not covered for:

- the first £25 of each claim or any contents excess, whichever is the higher amount
- the cost of routine maintenance
- damage caused by:
 - wear and tear, or anything which happens gradually
 - scratching or denting
 - defective design, faulty workmanship or defective materials
 - rot, fungus or mildew
 - the effect of the weather or light
 - vermin or insects
 - chewing, biting, clawing, tearing, vomiting or fouling by any domestic pet
 - any incorrect or missing advice, instruction, information, design, plan, formula, computer program or specification
 - the process of being cleaned, repaired or altered
- the loss of, or loss of access to, computer data due to an accident, erasure or computer virus
- damage to electrical or mechanical equipment due to its breakdown or misuse
- damage caused by, or excluded in, any insured incident numbered 1 to 11 in Section 3.

Helpful information

Remember that your policy is not a maintenance contract and doesn't cover the cost of anything that needs replacing or repairing due to its age or normal deterioration.

You are responsible for looking after your contents and for taking care to avoid damage happening. This is a condition of your policy and is explained on page 57.

Call 08458 50 40 12 to notify a claim as soon as you can

Section 3 and Section 4 – Making Contents Claims

How claims will be settled

When you make a claim under Sections 3 or 4 the insurer can choose to:

- pay the cost of repairs arranged by you
- instruct the repairs themselves and pay the cost
- pay for the cost of an equivalent replacement (if you arrange this direct with your own supplier, the insurer will not pay more than it would have cost had they replaced it)
- supply you with an equivalent replacement item
- give you a cash payment based on the cost of the repair if this is not carried out
- give you a cash payment based on the reduction in value after the loss or damage.
- Nationwide may handle any claim you make. When we do, we will only be acting on behalf of the insurer.

The insurer has the right to negotiate, settle or defend any claim in your name and on your behalf. They can also take steps to recover any payment they have made.

How much will be paid

Unless a more specific limit is shown in Section 3 or Section 4, the most the insurer will pay for all claims that arise out of one incident, after any excesses, is shown in the table below.

Item	Amount
For all contents in total	The sum insured shown in your schedule.
For valuables in total	The sum insured shown in your schedule.
For individual valuables	£2,000 unless specified separately in your schedule.
For home office contents	£5,000 unless increased by endorsement.
For money	£500
For visitors' belongings	£500

If you are claiming for clothing or household linen, the insurer will reduce the amount they pay to reflect any wear and tear of the items.

If your sum insured is not sufficient to cover the full cost of your contents, the insurer can reduce your claim settlement by the same percentage that your sum insured is inadequate.

Undamaged parts of sets, suites or matching items

The insurer will not pay the cost of altering or replacing any undamaged part of the item(s), which is either part of a set, suite or part of a common design or function, when the damage is to a clearly definable area or to a specific part.

Your responsibilities when making a claim

- Always contact the Claims Advice Service on **08458 50 40 12** if you need advice on something that has happened, or to make a claim, and quote your policy number.
- Inform the Police if any property is lost, or if you suspect that theft or malicious damage has been carried out. You will need to provide details of the Police station and crime reference number.
- Provide any information and assistance the insurer may reasonably need to deal with your claim, including valuations or other proof of value for individual valuables listed in your schedule. You will be responsible for paying any costs involved in this.
- Allow the insurer access to your home to assess the damage.
- Immediately send to Nationwide any writ, summons, letters, claims or any other documents you receive from anyone else. You must not answer any of these yourself.
- Failure to comply with your responsibilities may invalidate your claim.

What you must not do

- Dispose of any damaged items, make any permanent repairs or replace the items before the insurer is given the chance to see them and confirms you can go ahead.
- Abandon any damaged items to the insurer for them to deal with.
- Admit, deny or comment on any claim made by anyone else against you, or make any agreement with them.

What the insurer will do

- Contact you if more information is needed, or arrange for someone to visit you to discuss your claim and assess the damage. This person will be representing the insurer's claims department, or will be an independent Chartered Loss Adjuster or other appropriate specialist.
- Settle your claim as quickly and efficiently as possible.
- If a cash payment is made in lieu of repair, replacement or reinstatement, payment will be made to the policyholder, unless the policyholder gives authority to pay someone else.

Important information about excesses

If you need to claim under more than one Section of this policy for damage caused by the same incident, such as fire damage to both your buildings and contents, you will have to pay the excess under each Section.

Call **08458 50 40 12** to notify a claim as soon as you can

Call **08458 50 40 12** to notify a claim as soon as you can

Section 5 – Personal Possessions

This is an optional extension to Section 3 – Contents Standard Cover. Your schedule will show if you have chosen to include it. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what your personal possessions are insured for. Where something is not covered, this is shown in red to make it clear for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

Personal possessions

You have cover for loss of, or damage to, your personal possessions which happens:

- anywhere in Europe, or
- anywhere outside Europe, up to a maximum of 60 days in any period of cover.

Your schedule will show the amount of cover you have chosen for unspecified items of personal possessions and any individually specified items of personal possessions.

You are not covered for:

- the first £25 of each claim or any contents excess, whichever is the higher amount
- loss of, or damage to:
 - sailboards
 - parachutes and sub-aqua equipment while they are being used
 - animals
- loss or damage caused by:
 - wear and tear, or anything which happens gradually
 - scratching or denting
 - electrical or mechanical breakdown or failure
 - faulty design, workmanship or materials
 - the effect of the weather or light
 - rot, fungus or mildew
 - vermin or insects
 - chewing, biting, clawing, tearing, vomiting or fouling by any domestic pet
 - the process of cleaning, carrying out repairs or alterations
 - deception, except when this is used solely to enter your home
- the cost of routine maintenance
- the loss of, or loss of access to, computer data due to an accident, erasure or computer virus
- loss or damage excluded in any insured incident numbered 1 to 11 in Section 3.

Items in unattended motor vehicles restriction

Claims for items stolen from an unattended motor vehicle will be limited to £750 unless the items are hidden from view in the boot, concealed luggage compartment or glove compartment and the vehicle has been broken in to by forcible and violent means.

Conditions for individual items over £5,000

When taken outside or away from your home, any item specified in your schedule for more than £5,000 must be worn, used or carried by you or someone authorised by you, or be retained in a locked room, safe or strong room. If not, the insurer will not pay more than £2,000 for any loss or damage to that item.

Inflation protection

The sum insured shown in your schedule for unspecified items of personal possession will be increased each month in line with increases of the Retail Price Index, or another suitable index if this is not available. This will not affect your premium until the next renewal date of your policy.

This will not apply:

- to the limit for money
- to any items individually specified under Section 5 in your schedule
- if the index value goes down.

Call **08458 50 40 12** to notify a claim as soon as you can

Call **08458 50 40 12** to notify a claim as soon as you can

Section 5 – Making Personal Possessions Claims

How claims will be settled

When you make a claim under Section 5 the insurer can choose to:

- pay the cost of repairs arranged by you
- instruct the repairs themselves and pay the cost
- pay for the cost of an equivalent replacement (if you arrange this direct with your own supplier, the insurer will not pay more than it would have cost had they replaced it)
- supply you with an equivalent replacement item
- give you a cash payment based on the cost of the repair if this is not carried out
- give you a cash payment based on the reduction in value after the loss or damage.
- Nationwide may handle any claim you make. When we do, we will only be acting on behalf of the insurer.

The insurer has the right to negotiate or settle any claim in your name and on your behalf. They can also take steps to recover any payment they have made.

How much will be paid

Unless a more specific limit is shown in Section 5, the most the insurer will pay for all claims that arise out of one incident, after any excesses, is shown in the table below.

If you are claiming for clothing, the insurer will reduce the amount they pay to reflect any wear and tear of the items.

Item	Amount
For unspecified items of personal possessions in total	The sum insured shown in your schedule.
For any one item of unspecified personal possessions	£2,000
For individually specified items of personal possessions	The sum insured shown in your schedule for that item.
For money	£500

Undamaged parts of sets or matching items

The insurer will not pay the cost of altering or replacing any undamaged part of the item(s), which is either part of a set or part of a common design or function, when the damage is to a clearly definable area or to a specific part.

Your responsibilities when making a claim

- Always contact the Claims Advice Service on **08458 50 40 12** if you need advice on something that has happened, or to make a claim, and quote your policy number.
- Inform the Police if any property is lost, or if you suspect that theft or malicious damage has been carried out. You will need to provide details of the Police station and crime reference number.
- Provide any information and assistance the insurer may reasonably need to deal with your claim, including valuations or other proof of value for individual items specified in your schedule. You will be responsible for paying any costs involved in this.
- Failure to comply with your responsibilities may invalidate your claim.

What you must not do

- Dispose of any damaged items, make any permanent repairs or replace the items before the insurer is given the chance to see them and confirms you can go ahead.
- Abandon any damaged items to the insurer for them to deal with.

What the insurer will do

- Contact you if more information is needed, or arrange for someone to visit you to discuss your claim. This person will be representing the insurer's claims department, or will be an independent Chartered Loss Adjuster or other appropriate specialist.
- Settle your claim as quickly and efficiently as possible.
- If a cash payment is made in lieu of repair, replacement or reinstatement, payment will be made to the policyholder, unless the policyholder gives authority to pay someone else.

Call **08458 50 40 12** to notify a claim as soon as you can

Call **08458 50 40 12** to notify a claim as soon as you can

Section 6 – Pedal Cycles Away From The Home

This is an optional extension to Section 3 – Contents Standard Cover. Your schedule will show if you have chosen to include it. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what your pedal cycles are insured for. Where something is not covered, this is shown in red to make it clear for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

Pedal cycles

You have cover for loss of, or damage to, your pedal cycles which happens outside, or away from, your home:

- anywhere in Europe, or
- anywhere outside Europe, up to a maximum of 60 days in any period of cover.

Your schedule will show the amount of cover you have chosen.

You are not covered for:

- loss of, or damage to, any pedal cycle that is left both unlocked and unattended when it is outside, or away from, your home
- loss or damage caused by:
 - wear and tear, or anything which happens gradually
 - scratching and denting
 - electrical or mechanical breakdown or failure
 - faulty design, workmanship or materials
 - the effect of the weather or light
 - rot, fungus or mildew
 - vermin or insects
 - the process of cleaning, carrying out repairs or alterations
- loss or damage excluded in any insured incident numbered 1 to 11 in Section 3.

Section 6 – Making Pedal Cycles Claims

How claims will be settled

When you make a claim under Section 6 the insurer can choose to:

- pay the cost of repairs arranged by you
- instruct the repairs themselves and pay the cost
- pay for the cost of an equivalent replacement (if you arrange this direct with your own supplier, the insurer will not pay more than it would have cost had they replaced it)
- supply you with an equivalent replacement item
- give you a cash payment based on the cost of the repair if this is not carried out
- give you a cash payment based on the reduction in value after the loss or damage.
- Nationwide may handle any claim you make. When we do, we will only be acting on behalf of the insurer.

The insurer has the right to negotiate or settle any claim in your name and on your behalf. They can also take steps to recover any payment they have made.

How much will be paid

Item	Amount
For any one claim in total	The sum insured shown in your schedule.
For any one pedal cycle	£2,000 unless increased by endorsement.

Your responsibilities when making a claim

- Always contact the Claims Advice Service on **08458 50 40 12** if you need advice on something that has happened, or to make a claim, and quote your policy number.
- Inform the Police if any property is lost, or if you suspect that theft or malicious damage has been carried out. You will need to provide details of the Police station and crime reference number.
- Provide any information and assistance the insurer may reasonably need to deal with your claim. You will be responsible for paying any costs involved in this.
- Failure to comply with your responsibility may invalidate your claim.

What you must not do

- Dispose of any damaged items, make any permanent repairs or replace the items before the insurer is given the chance to see them and confirms you can go ahead.
- Abandon any damaged items to the insurer for them to deal with.

What the insurer will do

- Contact you if more information is needed, or arrange for someone to visit you to discuss your claim. This person will be representing the insurer's claims department, or will be an independent Chartered Loss Adjuster or other appropriate specialist.
- Settle your claim as quickly and efficiently as possible.
- If a cash payment is made in lieu of repair, replacement or reinstatement, payment will be made to the policyholder, unless the policyholder gives authority to pay someone else.

Call **08458 50 40 12** to notify a claim as soon as you can

Call **08458 50 40 12** to notify a claim as soon as you can

Section 7 – Legal Assistance

This is an optional extension to either Section 1 – Buildings Standard Cover or Section 3 – Contents Standard Cover. Your schedule will show if you have chosen to include it. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what legal costs you are insured for and in what circumstances. Where something is not covered, this is shown in red to make it clear for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

It is important to note that anyone claiming under this Section must have the agreement of the policyholder.

Words with specific meanings

Throughout this Section there are a number of words or expressions that have a specific meaning and these are listed below in alphabetical order. These are in addition to those explained on page 7, which you will also need to refer to.

Area 1

Anywhere in the World, provided you normally live in the United Kingdom, the Channel Islands or the Isle of Man.

Area 2

Anywhere in the United Kingdom, the Channel Islands or the Isle of Man.

Costs and expenses

- Legal costs
All reasonable and necessary costs chargeable by the representative on a standard basis or in accordance with the predictable cost scheme.
- Accountant's costs
All reasonable and necessary costs chargeable by the representative.
- Opponent's costs
We will also pay the costs incurred by opponents in civil cases if you have been ordered to pay them, or pay them with our agreement.
- Attendance expenses
Your net salary or wages for the time that you are off work.
We will pay for each half or whole day that the court, tribunal or your employer will not pay for.
The amount we will pay is based on the following:
 - the time you are off work, including the time it takes to travel to and from the court or tribunal.This will be calculated to the nearest half day assuming that a whole day is eight hours;
 - if you work full time, the salary or wages for each day equals 1/250th of your yearly salary or wages;
 - if you work part time, the salary or wages will be a proportion of your weekly salary or wages.

If you are self employed, we will pay net salary or wages that you draw from the business to cover your own personal cost-of-living expenses.

Date of occurrence

- For civil cases, the date of occurrence is the date of the event which may lead 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.
- For criminal cases, the date of occurrence is when you began, or are alleged to have begun, to break the criminal law in question.
- For insured incident 6, Tax Protection, the date of occurrence is when HM Revenue and Customs first notifies you in writing of its intention to make enquiries.

Full Enquiries

An extensive examination by HM Revenue and Customs which considers all aspects of your self-assessment tax return, but not enquiries which are limited to one or more specific aspects of your self-assessment tax return.

Representative

The lawyer or other suitably qualified person who has been appointed by us to act for you in accordance with the terms of this Section.

We/us/our

DAS Legal Expenses Insurance Company Limited.

Your Cover

We agree to provide the insurance in this Section, as long as:

- the date of occurrence of the insured incident detailed below is during the period of cover and within Area 1 or Area 2
- any legal proceedings detailed below are dealt with by a court, or other body which we agree to, in Area 1 or Area 2
- for civil claims, it is always more likely than not that you will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence
- the premium has been paid.

A claim will not be covered 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 prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence

For all insured incidents, we will help in appealing or defending an appeal as long as you tell us within the time limits allowed that you want us to appeal.

Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.

Call **08458 50 40 14** for advice or to discuss a potential claim

Call **08458 50 40 14** for advice or to discuss a potential claim

You have cover for the insured incidents shown in 1 to 7 below.

1 Employment disputes

We will negotiate for your legal rights in a dispute arising from a contract of employment for your work as an employee, within Area 2.

You are not covered for costs and expenses for:

- disciplinary hearings or internal grievance procedures
- any claim relating solely to personal injury.
- a compromise agreement while you are still employed.

2 Contract disputes

We will negotiate for:

- your legal rights in a contractual dispute arising from an agreement or an alleged agreement which you have entered into during the period of cover for:
 - the buying or hiring in of any goods or services in Area 1
 - the selling of any goods in Area 2
- your legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which you have entered into during the period of cover or during the 180 days leading up to the start date of the cover under this Section, for the buying or selling of your principal home in Area 2.

Provided that in all cases the amount in dispute is more than £100.

You are not covered for any claim relating to:

- a contract regarding your trade, profession, employment or any business venture
- construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- a settlement offer under any insurance policy. (We will negotiate if an insurer refuses your claim, but not for a dispute over the amount of the claim).
- a dispute arising from any loan, mortgage, pension, investment or borrowing
- a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

3 Bodily injury or illness

We will negotiate for your legal rights in a claim against a party who causes the death of, or bodily injury or illness to, you in Area 1.

You are not covered for:

- any claim relating to death, bodily injury or illness, including any gradually occurring bodily injury or illness, unless the originating cause can be identified as a specific or sudden accident
- any claim relating to defending your legal rights, but defending a counter-claim is covered
- legal costs which have been incurred by the representative on a contingency fee basis.

4 Property protection

We will negotiate for your legal rights in a civil action and/or arrange mediation in respect of a dispute relating to material property (including your principal home) which is owned by you or for which you are responsible within Area 2, following:

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

You are not covered for:

- any claim relating to:
 - a contract entered into by you
 - any building or land other than your principal home
 - someone legally taking your material property from you, whether you are offered money or not, or restrictions or controls placed on your material 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
 - a motor vehicle owned or used by, or hired or leased to you
 - 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.
- defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered
- the first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.

Call 08458 50 40 14 for advice or to discuss a potential claim

Call 08458 50 40 14 for advice or to discuss a potential claim

5 Legal defence

We will defend your legal rights if an event:

- arising from your work as an employee within Area 2 leads to:
 - you being prosecuted in a court of criminal jurisdiction
 - civil action being taken against you under legislation for unlawful discrimination
 - civil action being taken against you under Section 13 of the Data Protection Act 1998
- leads to your prosecution for an offence connected with the use or driving of a motor vehicle in Area 2.

You are not covered for any claim relating to:

- parking or obstruction offences
- the driving of a motor vehicle by you for which you do not have valid motor insurance.

6 Tax protection

We will negotiate, and represent you in any appeal proceedings, in the event of a full enquiry into your personal tax affairs in Area 2.

You are not covered for:

- the tax affairs of a company, or any claim if you are self-employed, a sole trader or in a business partnership
- an investigation by HM Revenue and Customs Special Investigations Section or Special Civil Investigations or HM Revenue & Customs Prosecution Office.

7 Jury service and court attendance

You are covered for Costs and expenses if you are absent from work:

- to attend any court of tribunal at the request of the representative; or
- to perform jury service.

Exclusions that apply to the whole of this Section

You are not covered for:

- any 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 prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence
 - relating to your alleged dishonesty or alleged violent behaviour
 - relating to written or verbal remarks which damage your reputation
 - which is covered under any other Section of this policy or any other policy
- any incident or matter arising before the start of cover under this Section
- costs and expenses incurred before our written acceptance of a claim
- fines, penalties, compensation or damages which you are ordered to pay by a court or other authority
- any insured incident intentionally brought about by you
- a legal action taken by you which we or the representative have not agreed to, or where you do anything that hinders us or the representative
- a dispute with us or Nationwide not otherwise dealt with under Legal Assistance Special Conditions excluding insured incident 1. Employment Disputes.
- Costs and Expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.

Section 7 – Making Legal Assistance Claims

How claims will be settled

- When you make a claim under Section 7 we will pay all agreed costs and expenses charged by a representative appointed by us
- We may decide to pay you the amount of damages that you are claiming, or which are being claimed against you, instead of starting or continuing legal proceedings
- You are free to choose a representative (by sending us a suitably qualified person's name and address) if:
 - we agree to start legal proceedings and it becomes necessary for a lawyer to represent your interests in those proceedings; or
 - there is a conflict of interest
- Failure to comply with the policy conditions may invalidate your claim.
- In all circumstances except those above, we are free to choose a representative.
- Any representative will be appointed by us to represent you according to our standard terms of appointment, which may include a "no-win, no-fee" agreement. The representative must co-operate fully with us at all times.
- We will have direct contact with the representative
- If a representative refuses to continue acting for you with good reason or if you dismiss a representative without good reason, the cover we provide will end at once, unless we have agreed to appoint another representative
- If you settle a claim or withdraw it without our agreement, or do not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you any costs and expenses we have paid
- In dealing with your claim we can take over and conduct in your name, any claim or legal proceedings at anytime and negotiate any claim on your behalf.

How much will be paid

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 as shown in your schedule.

Your responsibilities when making a claim

To make a claim under this section, please phone us on 08458 50 40 14. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will give you a claim reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

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

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

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

- You must co-operate fully with us and the representative and must keep us up to date with the progress of the claim
- You must give the representative any instructions that we require
- You must tell us if anyone offers to settle a claim. If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses
- You must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this
- You must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered
- You may be required, at our discretion, to obtain at your expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by you and us, as to the merits of a claim or proceedings. If the chosen person'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, we will pay the cost of obtaining the opinion
- Do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved even if we do accept the claim
- You must:
 - keep to the terms and conditions of this policy;
 - try to prevent anything happening that may cause a claim;
 - take reasonable steps to keep any amount we have to pay as low as possible;
 - send everything we ask for, in writing;
 - give us full and truthful details by phone or in writing of any claim as soon as possible and give us any information we need.

Call 08458 50 40 14 for advice or to discuss a potential claim

Call 08458 50 40 14 for advice or to discuss a potential claim

Section 7 – Legal Assistance Special Conditions

Dispute on choice of representative

If there is a disagreement about the way we handle a claim that is not resolved through our internal complaints procedure, you can contact the Financial Ombudsman Service for help at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR. You can also contact them on 0845 080 1800. Website: www.financial-ombudsman.org.uk

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

Laws

All Acts of Parliament mentioned in this Section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Section 8 – Home Emergency

This is an optional extension to either Section 1 – Buildings Standard Cover or Section 3 – Contents Standard Cover. Your schedule will show if you have chosen to include it. If not and you would like to add the cover, call **08457 30 20 10**.

This Section tells you what emergency costs you are insured for and in what circumstances. Where something is not covered, this is shown in red to make it clear for you. There are also some exclusions that apply to the whole policy. These are explained on page 58 and are also shown in red.

It is important to note that anyone claiming under this Section must have the agreement of the policyholder.

Words with specific meanings

Throughout this Section there are a number of words or expressions that have a specific meaning and these are listed below in alphabetical order. These are in addition to those explained on page 7, which you will also need to refer to.

Home emergency

A sudden unforeseen event at your home which requires immediate corrective action to:

- prevent damage or further damage to your home
- make your home safe or secure
- alleviate unreasonable discomfort, risk or difficulty to you.

Main heating system

The main hot water or central heating system in your home. This includes pipes which connect components of the system, but not cold water supply or drainage pipes.

It does not include any non-domestic heating or hot water systems, or any form of solar heating.

Plumbing and drainage

The cold water supply and drainage system within the boundary of your home and which you are legally responsible for.

It does not include pipes which connect components of the heating system, rainwater drains and soakaways or which your water supply or sewerage company are responsible for.

We/us/our

DAS Legal Expenses Insurance Company Limited.

Call **08458 50 40 14** for advice or to discuss a potential claim

Call **08458 50 40 13** for assistance

Your Cover

You have cover for the cost of providing assistance if a home emergency occurs during the period of cover due to any of the insured incidents shown in 1 to 8 below:

1 Roof damage

Any damage to the roof of your home where internal damage has been caused or is likely.

2 Plumbing and drainage

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in your home.

3 Main heating system

The sudden failure to function of the main heating system in your home.

4 Domestic power supply

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

You are not covered for:

- the failure of the mains supply.

5 Toilet unit

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

6 Home security

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

7 Lost keys

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

8 Vermin

The sudden infestation by vermin in your home which prevents the use of the loft or one or more rooms in your home.

You are not covered for:

- an infestation in any domestic outbuilding or garage.

Call 08458 50 40 13 for assistance

Call 08458 50 40 13 for assistance

Exclusions that apply to the whole of this Section

You are not covered for:

- any claim:
 - for an insured incident which happens during the first 48 hours of your cover under this Section starting if you take out this cover at a later date than the rest of your policy
 - if the insured incident happened before the start of this Section of the policy
 - which is covered under any other Section of this policy or any other policy
 - if your home is either unfurnished or unoccupied, unless you have met all the conditions set out on page 55
 - if your home is being rented out or let
 - arising from your failure to comply with our instructions in respect of the assistance being provided
 - relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
 - relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use
 - related to your failure to purchase or provide sufficient gas, electricity or other fuel source
 - arising from any wilful or negligent act or omission by you
- any costs:
 - incurred before you have advised us of a home emergency
 - incurred where our approved contractor has attended your home but you were not there as agreed
- claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer
- any normal day-to-day home maintenance which you should carry out or pay for (such as servicing of heating or hot water systems) or the replacement of parts that tend to gradually wear out over a period of time or need regular attention
- the cost of redecorating, or cosmetic repairs to parts or equipment in your home
- damage resulting from gaining necessary access to, or in reinstating the fabric of, your home
- the malfunction or blockage of septic tanks, cesspits or fuel tanks
- damage to any outbuildings, garages, boundary walls, gates, hedges or fences
- any costs or expenses arising out of subsidence, heave or landslip.

Section 8 – Making Home Emergency Claims

How claims will be settled

When you make a claim under Section 8 we will pay for the assistance provided by our approved contractor.

How much will be paid

The most we will pay for any one insured incident in total is £500 (including Value Added Tax) as shown in your schedule for:

- the call-out charge and up to 2 hours labour costs
- parts and materials up to a maximum of £100 (including Value Added Tax).

Your responsibilities when making a claim

- Contact us on **08458 50 40 13** within 48 hours of becoming aware of the home emergency. You will need to provide us with the following information:
 - your name and home address including the post code
 - the nature of the home emergency.Failure to comply with your responsibilities may invalidate your claim.

Helpful reminders

Please remember that we will not pay any claim unless we have given our agreement, or if there is no one at home when our approved contractor arrives at the agreed time.

We cannot help in any major emergency which could result in serious risk to you or substantial damage to your home. In this situation, you should immediately contact the Emergency Services and any company that supplied the service.

Section 8 – Home Emergency Special Conditions

- You must maintain your home and all domestic equipment in good condition, and carry out or arrange for regular inspections and preventative maintenance to the fabric and structure
- We will make every effort to provide the service at all times, but we will not be responsible for any liability arising from a breakdown of the service
- We will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, we will not replace a carpet damaged by a leak or for the time taken off work because of a home emergency
- This section will cover you only if you have paid your premiums
- We agree to provide the cover in this section, subject to the terms, conditions and exclusions, as long as the insured incident happens during the period of cover
- You must keep to the terms and conditions of this section

Call 08458 50 40 13 for assistance

Call 08458 50 40 13 for assistance

Conditions For Unfurnished or Unoccupied Homes

When your home is unfurnished or unoccupied, your cover under Sections 1, 3 and 8 of this policy will not be affected if you meet all the following conditions.

- All the existing locks and any other protective devices are used.
- Your domestic water system and heating installation are turned off at the mains and drained down. You do not need to do this if you use your central heating system to keep your home constantly heated to a minimum of 12°C (or 55°F) between 1st November to 31st March inclusive.
- Any gas services are turned off at the mains or supply tank. You do not need to do this if you are keeping your central heating system on and need to supply it with gas.
- Any oil supply is turned off at the supply tank. You do not need to do this if you are keeping your central heating system on and need to supply it with oil.
- Your home is checked internally at least every 14 days.

Conditions That Apply To The Whole Policy

Changes in your circumstances

If there are changes in your circumstances that may affect your policy, you must tell Nationwide as soon as possible. This would include:

- you no longer using the home as your main residence
- moving house
- structural alterations to your buildings, including the addition of bedrooms
- you taking in lodgers or letting your home to other people
- using part of your home for business
- convictions (but not for motoring offences) or pending prosecutions.

If you do not tell us about relevant changes:

- you may be charged the wrong premium
- the insurer may not accept a claim
- your policy could be made invalid.

Dishonest claims

If you or anyone acting for you makes a claim under this policy that is dishonest in any way, it will not be paid. If this happens, the insurer has the right to reduce your cover or cancel your policy immediately and also notify the Police.

Interested parties – buildings insurance

If you have a mortgage with Nationwide on the property insured, Nationwide is jointly insured as the policyholder under Sections 1 and 2 of this policy. For this purpose only, Nationwide includes any subsidiary or limited liability partnership of which it is a member.

If you tell us about anyone else who has a financial interest in your buildings, their interest in this insurance will be noted and shown in your schedule.

Keeping your sums insured adequate

• Buildings

If your schedule shows a sum insured amount, you must ensure that this is sufficient to cover the full rebuilding cost of your buildings in the same form, style and condition as new. If you do not do this, it can affect the settlement of any claim you make.

• Contents

You must ensure that the contents sum insured shown in your schedule is always sufficient to protect the full value of your contents. This means the current replacement cost as new, except for clothing and household linen where you should make a deduction for wear and tear. If you do not do this, it can affect the settlement of any claim you make.

Other insurances

If you have other insurance that covers the same loss, damage or liability, the insurer will not pay more than their share of the claim.

Parties to this contract

This contract is between you and the insurer. No-one else has any rights they can enforce under this contract except those they have under law.

Taking care to avoid loss or damage

You must take all reasonable care to avoid any loss, damage or liability and keep your buildings in a good state of repair.

Exclusions That Apply To The Whole Policy

1 Confiscation

Loss or damage caused by items being confiscated or legally taken by customs officers or other officials, or attempts at either of these.

2 Indirect loss

We will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under this policy.

We will not pay for any indirect losses, which result from the incident that caused you to claim.

3 Deliberate loss or damage by you

Loss or damage caused by a deliberate act carried out by you.

4 Pollution or contamination

Any accident, injury, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident, which happens during the period of cover.

5 Radioactivity

Loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

6 Riot or civil unrest

Loss or damage directly or indirectly caused by riot or civil unrest outside the United Kingdom, the Channel Islands or Isle of Man.

7 Sonic bangs

Loss or damage caused by pressure waves from an aircraft or other aerial devices travelling at or beyond the speed of sound.

8 Terrorism

Any expense, indirect loss, legal liability or any loss or damage to property directly or indirectly caused by terrorism.

Terrorism is defined as the use of biological, chemical or nuclear force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious or ideological purposes, including the intention to influence any government or to put members of the public in fear.

9 War

Loss or damage caused by war, invasion, revolution or any similar event.

Cancellation

By you

You can cancel your policy within 14 days of your cover starting or within 14 days from your renewal date and have any premiums you have already paid in that period refunded in full, provided you haven't made a claim.

You can cancel the policy after the 14 day period, if you pay your premium:

- annually, you can select the cancellation date and provided you have not made a claim, you will receive a refund of premium for any unexpired period of cover
- monthly, the cancellation date will be the next monthly anniversary of the start date of your policy. No refund of premium for this period, whether paid or due to be paid, will be given. If you have made a claim the insurer has the right to collect the full years' premium or deduct any outstanding amount from your claim.

Helpful Information

For monthly, if the policy started 20th January and you request cancellation on 25th October, the cancellation date will be 20th November.

To cancel your policy, call Nationwide on **08457 30 20 10** or write to the following address:

General Insurance Service Team
Nationwide Building Society
Kings Park Road
Moulton Park
Northampton
NN3 6NW

If you choose not to cancel your policy, it will continue in force and you will be required to pay the premium.

By the insurer

The insurer may cancel your policy by writing to you at your last known address at least seven days before they want the policy to end.

If you pay your premium annually, you will be entitled to a proportionate refund of premiums already paid for the unexpired period of cover. If you pay your premium monthly, you will not receive a refund of any monthly amounts already paid at the date of cancellation.

General Information

Details about the insurers

This insurance has been arranged by Nationwide.

Sections 1, 2, 3, 4, 5 and 6 of this policy are underwritten by U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ.

Sections 7 and 8 of this policy are underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Both U K Insurance Ltd and DAS are authorised and regulated by the Financial Services Authority.

U K Insurance Limited is authorised and regulated by the Financial Services Authority, Registration Number 202810. The Financial Services Authority website which, includes a register of all regulated firms can be visited at www.fsa.gov.uk, or the Financial Services Authority can be contacted on **0845 606 1234**.

The Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the whole claim without any upper limit.

Further information can be obtained by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

The law

Under European law, you and the insurer may choose which law will apply to this contract. English law will apply unless you and the insurer agree otherwise.



Data Protection Act – Information Uses

Use of your information by Nationwide

In order to assess the terms of the insurance contract or administer claims which may arise, the insurer may need to collect data which the Data Protection Act 1998 defines as sensitive (such as criminal convictions); this data will be held securely. By proceeding with this insurance, you signify your consent to such information being processed by the insurer or Nationwide and also confirm that you have obtained the consent of any other person to whom it relates.

Any information about you and your account may be shared within Nationwide to open and manage the account, make lending decisions, collect debts, trace debtors, prevent fraud and money laundering and for business analysis. It may also be shared within Nationwide and with specialist companies for market research purposes on behalf of Nationwide. Nationwide may use your information to populate application forms for products provided or introduced by Nationwide. If you notify Nationwide of changes to your personal details, it is Nationwide's normal practice to update all of your accounts unless you ask Nationwide not to. If you have opened an account or policy with another organisation introduced to you by Nationwide, Nationwide will pass these updates to them but you are advised to contact them to confirm the changes.

Nationwide may inform you of special offers, products and services, either by letter, telephone or e-mail. If you are a new Nationwide Building Society customer and you do not wish to receive marketing material by letter, telephone or email, or any combination of these you can write to Nationwide Building Society, Marketing opt-out, FREEPOST SCE 7125, Swindon SN38 9LY. If you are an existing Nationwide Building Society customer your current marketing preferences will continue unless you tell Nationwide otherwise. If you have given a previous marketing instruction to any subsidiary or trading division of Nationwide Building Society, your request to them will not change.

In this section Nationwide means Nationwide Building Society, its subsidiaries and trading divisions.

Fraud prevention and detection

Insurers and their agents share information to prevent dishonest claims and to decide whether to accept a proposal for insurance and if so on what terms. This is done through the Claims and Underwriting exchange register operated by Insurance Database Services Limited. A list of participants in this register is available on request. When you make a claim, the information given on the proposal and relating to the claim you are making, will be put on the register and made available to the participants.

Right of access

You have the right of access to your personal records held by Nationwide and the credit and fraud agencies. Nationwide charges a fee for this service. you can ask for a copy of the leaflet 'How Nationwide uses your personal information' which will tell you how to apply for your records and explains in more detail how your information will be used by Nationwide and the fraud prevention agencies. This leaflet can be requested from a Branch and is also available at www.nationwide.co.uk.

Use of your information by U K Insurance Limited

Who we are

Nationwide Home Insurance is underwritten by U K Insurance Limited, who are members of The Royal Bank of Scotland Group (The Group). In this Information statement 'We' 'Us' and 'Our' refers to U K Insurance Limited unless otherwise stated.

For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone **0131 556 8555** or Textphone **0845 900 5960**.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

Where we have your permission; 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 a service to us or you;

or where we may transfer rights and obligations under this agreement.

We may transfer you information to other countries on the basis that anyone to whom We pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (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 provide the services described in your policy documents.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud prevention and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud We may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998.

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies; or
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud, money laundering and terrorist financing, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information U K Insurance Ltd hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

Alternatively, if you want a copy of all the information held about you, please write to: The Subject Access Request Team, Customer Operations, Nationwide Building Society, Ground Floor, North Building, Kings Park Road, Moulton Park, Northampton, NN3 6NW.

Use of your information by DAS Legal Expenses Insurance Company Limited

In this Information statement ‘their’ and ‘they’ refers to DAS Legal Expenses Insurance Company Limited.

To provide, administer and underwrite the legal advice service and legal expenses and home emergency insurance, DAS must process your personal data (including sensitive personal data such as convictions) that they collect from you in accordance with their Privacy Policy.

To do so DAS 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, DAS may have to send information outside the European Economic Area.

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

For any questions, comments or requests to see a copy of their Privacy Policy or the information that DAS hold about you, please write to the Group Data Protection Controller, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively, if you want a copy of all the information held about you, please write to: The Subject Access Request Team, Customer Operations, Nationwide Building Society, Ground Floor, North Building, Kings Park Road, Moulton Park, Northampton, NN3 6NW.

How to Complain

First class service is what you expect, and what Nationwide aims to provide. If you feel our service falls short of this, it is important to us that you let us know.

To help resolve any issues or concerns you have, our complaints procedure ensures that your views are heard and dealt with quickly. This way we can try to put things right, and continually improve the service we give to our members.

If you would like further information about our procedures, or wish to make a complaint please:

- talk to an adviser at one of our branches
- phone **08457 30 20 10** and talk to one of our advisers
- go to our website, www.nationwide.co.uk, and select the option “contact us”.

To help us deal with your complaint, please quote your policy number in any communication. We promise to respond to your complaint within 7 days. If we are unable to put it right within that time, we will keep you informed of progress.

If you are still dissatisfied, your complaint may be referred to our Member Services Department, who will provide a final response from Nationwide.

If you feel we have not addressed your concerns satisfactorily, you may refer the matter to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Further details can be found in our complaints procedures leaflet – “A Complaint – how can we put it right”.

Referral to the FOS does not affect your right to take legal action against the insurer or Nationwide.

We will also refer your complaint to the insurer, at your request.

You can order all our publications in large print, Braille, audio cassette or CD. Your local branch will arrange this for you or you can contact us on **08457 30 20 10**.

If you have hearing or speech difficulties and are a textphone user, you can call us direct in text on **0800 37 80 01**. We also accept calls via BT TypeTalk. Just dial **18001** followed by the full telephone number you wish to ring.

FSC Guide



Nationwide cares about the environment - this literature is printed in the U K with biodegradable vegetable inks on paper from well managed sources.

Nationwide acts as an intermediary for buildings and contents insurance which is underwritten by U K Insurance Limited, who are authorised and regulated by the Financial Services Authority. Registered address: U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ. Company registration number 1179980. Registered in England

Home Emergency and Legal Assistance are underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. DAS is authorised and regulated by the Financial Services Authority. Company registration number 103274. Registered in England and Wales.

Nationwide handles premiums and premium refunds as agents for the insurers.

Nationwide Building Society is authorised and regulated by the Financial Services Authority under registration number 106078. Credit facilities other than regulated mortgages are not regulated by the Financial Services Authority. You can confirm our registration on the FSA's website, www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.

Nationwide Building Society Head Office, Nationwide House, Pipers Way, Swindon SN38 1NW.

Calls may be recorded.

P9370 (December 2011)

