Contents

Welcome to Nationwide Home Insurance
Hints and tips 3

Summary of policy limits 4

Policy conditions
Important information 5
How to claim 6
This policy doesn’t cover 7

Section 1 Buildings
A  Core cover 8
B  Additional cover 9
C  Accidental damage (Optional) 10
D  Property owner’s liability 11
If you claim 12

Section 2 Contents
A  Core cover 13
B  Additional cover 14
C  Accidental damage (Optional) 16
D  Personal liability 17
E  Employer’s liability 18
F  Tenant’s liability 18
If you claim 19

Section 3 Personal Possessions (Optional)
A  Core cover 20
B  Additional cover 20
If you claim 21

Section 4 Legal Assistance (Optional)
Your cover 22
If you claim 25
Special conditions 27
Exclusions 27

Section 5 Home Emergency (Optional)
Your cover 28
If you claim 29
Special conditions 30
Exclusions 30

Other policy conditions
Claims conditions 32
General conditions 33
Losses not covered 35

Policy definitions 36

How to complain 39

Everything else
Our regulators 40
Fixed Sum Credit Agreement 40
Nationwide Home Insurance Privacy Notice 41
Welcome to Nationwide Home Insurance

Thank you for insuring your home with Nationwide Home Insurance, which is underwritten by U K Insurance Limited. We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy booklet provides all the details you need to know about your insurance policy. Please read this alongside your schedule and home proposal confirmation.

We hope that you will insure with us for many years to come.

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**Hints and tips**

- **Claim phone numbers**  see the back cover
- **What you need to do if you make a claim**  see page 6
- **List of defined words**  see page 36
- **Leaks and burst pipes**  see page 8
- **Conditions of the policy**  see page 32
- **Changes to the policy you should tell us about**  see page 33
- **If your bike is stolen**  see page 20
- **Cover for your children in lodgings at school/university**  see page 15
- **If your set or suite is damaged**  see page 19
- **What is not covered that applies to the whole policy**  see page 7 and 35
## Summary of policy limits

The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

<table>
<thead>
<tr>
<th>Buildings (if selected)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative accommodation and rent</td>
<td>£50,000</td>
</tr>
<tr>
<td>Trace and access</td>
<td>£10,000</td>
</tr>
<tr>
<td>Property owner’s liability</td>
<td>£5,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contents (if selected)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuables inner limit</td>
<td>30% of Contents sum insured</td>
</tr>
<tr>
<td>Valuables single item limit</td>
<td>£4,000</td>
</tr>
<tr>
<td>Alternative accommodation and storage</td>
<td>£30,000</td>
</tr>
<tr>
<td>Theft from outbuildings</td>
<td>£5,000</td>
</tr>
<tr>
<td>Contents outside</td>
<td>£6,000</td>
</tr>
<tr>
<td>Garden plants</td>
<td>£2,500 per claim, £500 per plant</td>
</tr>
<tr>
<td>Money in the home</td>
<td>£1,000</td>
</tr>
<tr>
<td>Contents at university, college or boarding school</td>
<td>£10,000</td>
</tr>
<tr>
<td>Contents temporarily away from your home</td>
<td>£10,000</td>
</tr>
<tr>
<td>Digital content</td>
<td>£3,000</td>
</tr>
<tr>
<td>Business Equipment</td>
<td>£10,000</td>
</tr>
<tr>
<td>Guests belongings</td>
<td>£1,000</td>
</tr>
<tr>
<td>Birth of a child, religious festivals and weddings or civil partnerships</td>
<td>10% of Contents sum insured</td>
</tr>
<tr>
<td>Tenants liability</td>
<td>£10,000</td>
</tr>
<tr>
<td>Employers liability</td>
<td>£10,000,000</td>
</tr>
<tr>
<td>Personal liability</td>
<td>£5,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personal Possessions</th>
<th>Optional with Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single item limit</td>
<td>£4,000</td>
</tr>
<tr>
<td>Pedal cycles (per bicycle)</td>
<td>£1,000</td>
</tr>
<tr>
<td>Money</td>
<td>£1,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Expenses</th>
<th>Optional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal costs and expenses</td>
<td>£50,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Emergency</th>
<th>Optional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency call out</td>
<td>£500</td>
</tr>
</tbody>
</table>
Your home insurance contract is made up of
• these policy conditions
• your schedule
• your proposal confirmation.

What you need to do
• Please read this policy booklet and your schedule to make sure you know exactly what your insurance covers.
• Check your proposal confirmation and your schedule, which sets out the information you have given us, carefully.
• If you think there is a mistake, or if you need to make changes, you should tell us immediately.
• If you don’t give us correct information, or if you don’t tell us about any changes:
  – your policy may be invalidated
  – we may reject your claim
  – we may not pay your claim in full.

Meeting your needs
We have not given you a personal recommendation as to whether the policy is suitable for your needs.

The law that applies
Under European law, you and we may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.
We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.
How to claim

Buildings, contents or personal possessions
0800 051 0216
If you need to claim:
• call the home insurance claims number as soon as possible
• don’t make any arrangements for replacement or repair before you call
• when you call we’ll ask for:
  – your policy number
  – information about the extent of the loss or damage
  – your crime or loss reference number (if relevant).

Legal Assistance Helpline
0800 464 3026
We’re open 24 hours, 365 days a year.

Home Emergencies – Section 5
0800 464 3025
We’re open 24 hours, 365 days a year.

Other Helplines
0800 464 3131

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 NHS dentists.

All these services are provided by DAS Legal Expenses Insurance Company Limited. To help them check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service.
This policy doesn’t cover

✘ Just like most insurers we don’t cover:

- Wear and tear
- Maintenance and routine decoration
- Reduction in value.
- Damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin.
- The cost of repairing or replacing any item following a mechanical or electrical fault or breakdown, or where it has failed or stopped working despite there being no apparent damage (note this does not apply to Section 5 Home Emergency).
- Damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item.
- Any damage caused gradually that you ought to have been aware of and that it was reasonable for you to have prevented.
- Faulty workmanship, faulty design or the use of faulty materials.
- Items held or used for business purposes except those listed as business equipment in the definitions.
- Any drop in the market value of your home caused by rebuilding or repairing damage to your buildings.
- Any loss, damage or legal liability caused, or allowed to be caused, by the deliberate, willful or malicious act of you or any paying guest or tenant.
- Any loss, damage or legal liability resulting from the illegal acts of you or any paying guest or tenant.
Section 1 Buildings

Defined words appear in bold – see page 36 for definitions. Your schedule will show if you have this cover.

A Core cover

Your buildings are covered for loss or damage caused by

✔ Storm or flood

✘ We don’t cover:
  • damage to fences, gates or hedges
  • damage from frost.

✔ Water or oil escaping from fixed water or heating systems
  We also cover water or oil escaping from:
  • underground drains and pipes
  • domestic appliances
  • storage tanks.

✘ We don’t cover:
  • subsidence, heave or landslip damage caused by escaping water or oil under this section. However, you may have cover under the section ‘Subsidence or heave of the site on which your home stands, or landslip’ below
  • tanks, pipes (other than burst pipes – see Trace and Access section below), appliances or heating systems themselves
  • costs to remove and replace any part of the buildings to find and repair the source of any water or oil leaks. However, you may have cover under the Trace and Access section below
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Trace and Access
  We will also pay up to £10,000 to remove and replace any part of the buildings to:
  • find the source of any water escaping from tanks, pipes, appliances or fixed heating systems, and
  • repair any burst pipes.

✘ We don’t cover:
  • tanks, pipes (other than burst pipes), appliances or heating systems themselves.

✔ Theft or attempted theft

✘ We don’t cover:
  • damage caused by paying guests or tenants
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Fire, explosion, lightning, earthquake and smoke

✔ Being hit by vehicles, aircraft, flying objects and animals
  We also cover damage from anything that drops from an aircraft or flying object.

✔ Subsidence or heave of the site on which your home stands, or landslip
  This includes cover for:
  • solid floor slabs, but only if your home’s foundations are damaged at the same time and by the same cause
  • outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences – but only if your home is damaged at the same time and by the same cause.

✘ We don’t cover damage from:
  • normal bedding down of new structures or shrinkage
  • settling of newly made up ground
  • coastal or river erosion
  • demolition or structural repairs or alterations to your buildings.

✔ Vandalism or malicious acts

✘ We don’t cover:
  • damage caused by paying guests or tenants
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).
✔ Falling trees or branches
✘ We don’t cover damage to fences, gates or hedges.

✔ Falling TV aerials, radio aerials, satellite dishes and their fittings
Please note:
• if you have our Buildings cover, your buildings are covered for loss or damage caused by falling TV aerials, radio aerials, satellite dishes and their fittings. But our buildings cover does not cover damage to TV aerials, radio aerials, satellite dishes and their fittings themselves
• if you have our Contents cover, this covers damage to your TV aerials, radio aerials, satellite dishes and their fittings themselves (see Section 2).

✔ Frost damage to water pipes and tanks
✘ We don’t cover:
• water pipes or tanks that are outside
• water pipes or tanks in outbuildings
• loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Riot, civil unrest, labour disputes or political disturbance

✔ Weight of snow
This includes cover for garages and outbuildings, but only if they:
• are built of brick, stone or concrete, and
• have a tile or slate roof.
✘ We don’t cover damage to fences, gates and hedges.

B Additional cover

You’re covered for

✔ Service pipes and cables
We will pay for physical damage to underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to or from your home.
✘ We won’t pay for loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Loss of keys
We will pay to replace and fit locks:
• on the outside doors of your home; or
• to any safe or alarm system in your home if the keys have been lost or stolen.

✔ Emergency entry to buildings and gardens
We will pay for loss of or damage to your buildings or garden landscaping caused by the fire brigade, police or ambulance service making a forced entry because of an emergency involving you.

✔ Alternative accommodation, kennel fees and lost rent
We will pay up to £50,000, in total, for comparable alternative accommodation for you and kennel fees for your pets if:
• your home, or part of your home, is not fit to be lived in while your home is being repaired, due to a valid claim you have made under Section 1.
• your home is occupied by squatters.
If you rent out your property, we will pay up to £50,000 for lost rent.
B Additional cover contd

✓ Clearance costs
  We will pay the costs of clearing the site and making it safe if we need to before repairing or rebuilding the buildings after damage covered under Section 1.

✓ Professional fees
  We will pay fees for chartered architects, surveyors, suitably qualified consultants and legal fees necessary for us to rebuild your home.
  ✗ We won’t pay any fees for preparing your claim.

✓ Government or local authority requirements
  We will pay any additional costs for rebuilding or repairing the buildings, after damage covered under Section 1, to ensure the repaired or rebuilt buildings meet current government or local authority requirements.
  ✗ We won’t pay if you were told about the requirement before the damage happened.

✓ The time between exchange and completion when selling your home
  We will cover the buyer of your home under Section 1 until the sale completes, as long as the property isn’t insured under any other policy.

✓ Glass and sanitary fittings
  We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs, sinks and bathroom fittings in your home.
  ✗ We won’t pay for:
  • breakages caused by any paying guest or tenant
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

C Accidental damage

This cover is optional

You’re covered for

✓ Accidental damage to the buildings.
  Accidental damage is sudden and unintentional physical damage that happens unexpectedly.

You’re not covered for

✗ We won’t pay for:
  • damage caused by any paying guest or tenants
  • damage by a cause listed in or specifically excluded by Section 1A
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).
You’re covered for

✓ Property owner’s liability

We will pay up to £5,000,000 to cover your legal liability for damages you have to pay if someone makes a claim against you for:

• accidental death or illness of, or bodily injury to, any person
• accidental loss of or damage to property.

This will also include costs, expenses and legal fees for defending you, if we have agreed this in writing beforehand.

We will pay if

The death, illness, bodily injury, loss or damage must be caused solely by you, either:

• as owner of your current home, or
• by defective work carried out by you or on your behalf to any private residence within the United Kingdom that you used to own

Any liability that arises solely from you occupying your home, but not as owner of the property, is not covered under this section. However if you have our Contents cover, this covers liabilities arising from you occupying your home.

Previous homes

If the claim is for a home you used to own and live in:

• you must not be covered by any other insurance, and
• you must no longer have any interest in that property.

You’re not covered for

✗ Damages resulting from claims made against you for:

• death or illness of or bodily injury to you or your domestic staff.
• damage to property belonging to or in the custody or control of you or your domestic staff
• death, illness, injury, loss or damage caused by any business
• any liability created by an agreement, unless you would have had that liability anyway.
• any incident that happens outside the period of insurance.
If you claim

How we settle claims

If the buildings are damaged by any of the causes listed in Section 1, we will choose whether to:
- manage and pay for repairing or rebuilding the damaged part using our own suppliers
- pay to repair or rebuild the damaged part using your suppliers, or
- make a cash payment

We won’t pay more than the amount it would have cost us to repair or rebuild the damaged part using our own suppliers.

If the damage to the buildings isn’t repaired or rebuilt, we may pay the difference between the market value of your property immediately before the damage and its value after the damage.

We may take off an amount for wear and tear if the buildings were not in a good state of repair at the time of the damage.

How much we will pay

The most we will pay for any claim will be:
- the total sum insured shown on your schedule or the full rebuild cost of your buildings, whichever is less, plus
- any amounts due under the following parts of Section 1B:
  - Alternative accommodation, kennel fees and lost rent
  - Clearance costs
  - Professional fees
  - Government or local authority requirements.

If the sum insured isn’t enough to cover the cost to rebuild your buildings, we will reduce any payment in line with the premium shortfall.

For example, if your premium was 75% of what it would have been if the sum insured was enough to rebuild your buildings, we will pay no more than 75% of your claim.

Your excess

You will have to pay any excesses shown in your schedule. This includes the specific excesses for:
- subsidence, heave or landslip
- escape of water.

We will only take off one excess for each claim, unless there is an endorsement shown in your policy schedule to say otherwise.

If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

Our guarantee

We guarantee any work carried out by our suppliers for 12 months. We don’t provide any guarantee for work carried out by a supplier chosen and instructed by you.

Reducing your sum insured

We will not reduce the sum insured after paying a claim.

What we don’t pay for

✘ We won’t pay:
- to alter or restore any undamaged part of the buildings
- to replace or alter any undamaged items solely because they are part of a set, suite, group or collection, unless they are part of a bathroom suite or fitted kitchen and the damaged parts can’t be repaired or replaced.
Section 2 Contents

The contents in your home are covered for damage caused by

✔ Storm or flood

✔ Water or oil escaping from fixed water or heating systems
  We also cover water or oil escaping from:
  • underground drains and pipes
  • domestic appliances
  • storage tanks.

✘ We don’t cover:
  • subsidence, heave or landslip damage caused by escaping water or oil under this section. However, you may have cover under the section ‘Subsidence or heave of the site on which your home stands, or landslip’ below
  • tanks, pipes, appliances or heating systems themselves
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Theft or attempted theft from your home

✘ We don’t cover:
  • loss by deception, unless the only deception used is to get into your home
  • loss of money unless force or violence is used to get into or out of your home
  • loss or damage caused by paying guests or tenants, or while your home or any part of it is lent
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

We will pay up to £5,000 for any contents claim following a theft from your garage or outbuildings.

✔ Fire, explosion, lightning, earthquake and smoke

✔ Being hit by vehicles, aircraft, flying objects and animals
  We also cover damage from anything that drops from an aircraft or flying object.

✔ Subsidence or heave of the site on which your home stands, or landslip
  We don’t cover loss or damage caused by:
  • normal bedding down of new structures or shrinkage
  • settling of newly made up ground
  • coastal or river erosion
  • demolition or structural repairs or changes to your home.

✔ Vandalism or malicious acts

✘ We don’t cover:
  • loss or damage caused by paying guests or tenants
  • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Falling trees or branches

✔ Falling TV aerials, radio aerials, satellite dishes and their fittings

✔ Riot, civil unrest, labour disputes or political disturbance
You’re covered for

✓ Frozen and chilled foods
   We will pay the cost of replacing any food in your freezer or fridge that is lost or damaged by:
   • the temperature rising or falling
   • the refrigerant or refrigerant fumes escaping.
   ❌ We won’t pay:
      • if your freezer or fridge is over 10 years old, unless it is regularly serviced
      • for loss or damage resulting from a deliberate act or neglect by you, or by your electricity provider or their employees or agents
      • for loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✓ Loss of keys
   We will pay to replace and fit locks:
   • on the outside doors of your home; or
   • to any safe or alarm system in your home
   if the keys have been lost or stolen.

✓ Moving home
   We will pay for loss of or damage to your contents by a cause listed under Sections 2A (and 2C, if shown in your schedule) while the contents are being moved from your home to another private property that you are going to live in permanently within the British Isles. This includes cover while the contents are temporarily stored for up to 72 hours.
   ❌ We won’t pay for loss or damage:
      • to money
      • to china, glass, earthenware or other fragile items
      • to bicycles
      • caused by any paying guest or tenant.

✓ Contents temporarily away from your home
   We will pay up to £10,000 for loss of or damage to contents from any cause insured under Section 2A while the items are temporarily away from your home in the British Isles.

✓ Oil and metered water
   We will pay for the value of:
   • oil from a domestic heating installation
   • metered water
   that is lost by a cause insured under Section 2A.

✓ Alternative accommodation, kennel fees and storage
   We will pay up to £30,000 if your home is not fit to be lived in following a valid claim made under Section 2A for:
   • the cost of providing comparable alternative accommodation for you and kennel fees for your pets while your home is being repaired
   • the cost of temporarily storing your contents while your home is being repaired.
   We will only provide cover for your contents if:
   • they aren’t covered by any other insurance policy
   • we have arranged for their temporary storage.

✓ Contents outside
   We will pay up to £6,000 for loss of or damage to your contents from any of the causes listed under Sections 2A (and 2C, if shown in your schedule) while they are outside but within the boundaries of your home.
   ❌ We won’t pay:
      • loss of money
      • loss of or damage to bicycles
      • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✓ Frozen and chilled foods
   We will pay the cost of replacing any food in your freezer or fridge that is lost or damaged by:
   • the temperature rising or falling
   • the refrigerant or refrigerant fumes escaping.

✓ Loss of keys
   We will pay to replace and fit locks:
   • on the outside doors of your home; or
   • to any safe or alarm system in your home
   if the keys have been lost or stolen.

✓ Moving home
   We will pay for loss of or damage to your contents by a cause listed under Sections 2A (and 2C, if shown in your schedule) while the contents are being moved from your home to another private property that you are going to live in permanently within the British Isles. This includes cover while the contents are temporarily stored for up to 72 hours.
   ❌ We won’t pay for loss or damage:
      • to money
      • to china, glass, earthenware or other fragile items
      • to bicycles
      • caused by any paying guest or tenant.

✓ Contents temporarily away from your home
   We will pay up to £10,000 for loss of or damage to contents from any cause insured under Section 2A while the items are temporarily away from your home in the British Isles.
✘ We won’t pay for:
  • bicycles
  • camping equipment
  • loss of money
  • loss by deception
  • loss of or damage to guests’ belongings
  • loss by theft, vandalism or malicious acts unless these happen in an occupied private home or building where you work, or force and violence is used to enter the building
  • personal possessions.
  ▶ If you have our personal possessions cover, this covers damage to or loss of your personal possessions.

✔ Garden plants
We will pay
  • up to £2,500 for loss of or damage to trees, shrubs, plants and lawns at your home and any design fees necessary to put it right. Within this limit we will pay up to £500 for any one plant, shrub or tree.
  • for loss of or damage to trees, shrubs, plants and lawns following subsidence, but only if your home is damaged at the same time and by the same cause.
  ❌ We won’t pay for:
    • loss or damage caused by any pets, other animals, birds, insects, fungus, or frost
    • trees, shrubs, plants or lawns which die naturally, or die because you haven’t looked after them properly
    • loss or damage caused by storm, flood, or weight of snow
    • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Contents at university, college or boarding school
We will pay up to £10,000 for loss of or damage to contents from any cause insured under Section 2A while the items are being kept in your lodgings whilst you’re away at university, college or boarding school in the British Isles.
  ❌ We won’t pay for:
    • bicycles
    • camping equipment
    • loss of money
    • loss by deception
    • loss of or damage to guests’ belongings
    • loss by theft, unless there is evidence of forcible and violent entry to your lodgings
    • personal possessions.
  ▶ If you have our personal possessions cover, this covers damage to or loss of your personal possessions.

✔ Downloaded content
We will pay up to £3,000 to replace content that you have bought and stored on your home computer, mobile phone or other portable entertainment device that is lost or damaged by any cause listed in Section 2A.
  ❌ We won’t pay for rewriting the lost information.

✔ Birth of a child, religious festivals and weddings or civil partnerships
We will increase the sum insured for contents by 10% for 30 days before and 30 days after:
  • you have a baby
  • a religious festival that you celebrate
  • your wedding or civil partnership ceremony.
The date of the birth, wedding, civil partnership or religious festival and the 30 days periods, must be within the period of insurance on your schedule.

✔ Title deeds
We will pay the cost of preparing new title deeds to your home after loss or damage by any cause insured under Section 2A while the deeds are in your home or in your bank for safe keeping.
Section 2 Contents continued

B Additional cover contd

✔ Home entertainment equipment
   We will pay for accidental damage to any home audio, video or home computing equipment while in your home.
   Accidental damage is sudden and unintentional physical damage that happens unexpectedly.

✘ We won’t pay for:
   • loss of or damage to any discs, records, memory cards, USB drives or musical instruments
   • loss of or damage to any audio, video or computing equipment designed to be portable other than laptop computers and tablets
   • damage by any paying guest or tenant
   • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

✔ Glass
   We will pay for accidental breakage of mirrors, fixed glass in furniture, pictures or ornaments, plate glass tops to furniture and ceramic hobs while in your home.

✘ We won’t pay for:
   • breakages caused by any paying guest or tenant
   • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

C Accidental damage

This cover is optional

You’re covered for

✔ Accidental damage to your contents
   We will pay for accidental damage to your contents while they are in your home or being moved to your new home.
   Accidental damage is sudden and unintentional physical damage that happens unexpectedly.

You’re not covered for

✘ We won’t pay for:
   • damage to bicycles
   • damage to money
   • damage caused by any paying guest or tenants
   • damage by a cause listed in or specifically excluded by Section 2A
   • loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).
You’re covered for

✓ **Personal liability**

We will pay up to £5,000,000 to cover your legal liability for damages you have to pay if someone makes a claim against you for:

- accidental death or illness of, or bodily injury to, any person
- accidental loss of or damage to property.

That happens within the period of insurance on your schedule.

This will also include costs, expenses and legal fees for defending you, if we have agreed this in writing beforehand.

This section covers liabilities arising from you occupying your property. Any liability that arises solely from you owning your home, not as occupier of the property, is not covered under this section. However if you have our Buildings cover, this covers liabilities arising from you owning your home.

You’re not covered for

✗ Any liability relating to:

- death or illness of, or bodily injury to, you or your domestic staff
- damage to property belonging to or being looked after by you or your domestic staff
- death, illness, injury, loss or damage caused by:
  - you owning or occupying any land or building except your home or temporary holiday accommodation
  - any business
  - an agreement, unless that liability would have existed anyway.
- you owning, keeping or using any:
  - vehicles, except caravans and trailers while they are not being towed
  - drones or model aircraft
  - animals except domestic pets
  - horses, ponies, donkeys or mules
  - dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.
- any disease that can be passed from one person to another.

▶ Liability for accidental death or illness of, or bodily injury to, your domestic staff is covered under Section 2E Employer’s liability.
You’re covered for

✓ Employer’s liability

We will pay up to £10,000,000 to cover damages you become legally liable to pay for any claim caused by a single incident involving accidental death or illness of, or bodily injury to, your domestic staff.

This will also include costs, expenses and legal fees for defending you, if we have agreed this in writing beforehand.

We only cover incidents that happen within the period of insurance on your schedule.

You’re not covered for

✗ We won’t pay for:

• breakages caused by your paying guests or tenants
• loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn’t include occasional visits or stays).

You’re covered for

✓ Tenant’s liability

We will pay up to £10,000 for any claim resulting from a single incident for amounts you become legally liable to pay as a tenant of your home for damage caused to the buildings by any cause covered by Section 1A.

If you have contents accidental damage (Section 2C), this also includes any amounts you become legally liable to pay for accidental damage to:

• underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to or from your home
• fixed glass in windows, doors or roofs, fixed ceramic hobs, sinks and bathroom fittings in your home.

Accidental damage is sudden and unintentional physical damage that happens unexpectedly.
If you claim

How we settle claims

For any item of contents that is lost or damaged we will choose whether to:
- replace or repair the item or part
- pay the cost of replacing or repairing the item or part, up to the amount it would have cost to replace or repair using our own suppliers, or
- make a cash payment

We won’t pay more than the amount it would have cost us to replace or repair using our own suppliers.

If appropriate parts or replacement items are not available, we will pay the full cost of the item, provided the sum insured is adequate.

How much we will pay

The most we will pay for any claim will be:
- the Contents sum insured shown in your schedule
- the amount shown in your schedule for any loss of or damage to valuables that you haven’t included as separate items
- £4,000 for any one valuable unless your schedule shows otherwise
- the sum insured shown in the schedule for any specified item
- £10,000 for business equipment
- £1,000 for money
- £1,000 for guests’ belongings
- £5,000 for theft from garage or outbuilding
- the amounts shown in Section 2 under the headings:
  - Alternative accommodation, kennel fees and storage
  - Contents temporarily away from your home
  - Contents at university, college or boarding school
  - Downloaded content
  - Contents outside
  - Garden plants.

On top of your total sum insured, we will also pay for:
- Alternative accommodation, kennel fees and storage
- Garden plants
- Loss of keys
- Oil and metered water
- Title deeds.

If the sum insured isn’t enough to cover the cost to replace all of the contents of your home as new, we will reduce any payment in line with the premium shortfall.

For example, if your premium was 75% of what it would have been if the sum insured was enough to replace the entire contents of your home as new, we will pay no more than 75% of your claim.

Your excess

You will have to pay any excesses shown in your schedule. This includes the specific escape of water excess.

There is no excess for claims under the additional covers contents outside and garden plants.

We will only take off one excess for each claim, unless there is an endorsement shown in your policy schedule to say otherwise.

If we have asked one of our suppliers to deal with all or part of your claim, we may ask them to collect the excess from you.

Sets and suites

If part of a set or suite is lost or damaged, and we can’t replace or repair it, we will:
- replace the set or suite as new
- pay the cost of replacing the set or suite as new, up to the amount it would have cost us to replace the item using our own suppliers, or
- if no equivalent or replacement set or suite is available, pay the full cost of the item, provided the sum insured is adequate.

If we ask you to, you will have to give up the undamaged parts of the set or suite to us where the full replacement cost has been paid.

Specified items

If you claim for an item listed in your schedule, you will need to give us proof of the item’s value. To help you do this, we recommend that you keep receipts, copies of valuations, photos and instruction booklets.

Reducing your sum insured

We will not reduce the sum insured after paying a claim.
Section 3  **Personal Possessions** (Optional)

Defined words appear in **bold** – see page 36 for definitions. Your schedule will show if **you** have this cover.

### A Core cover

Your personal possessions are covered for

✔ **Accidental loss and damage**
  
  We will pay for accidental loss of or damage to:
  
  • your personal possessions
  
  • any other items listed on your schedule under ‘Personal possessions’

while they are within the **British Isles**.

This includes cover for:

• possessions stolen from your unattended **vehicle**, but only if the **vehicle** is locked and your possessions are hidden from view in a closed glove compartment or locked boot.

• loss or damage to **bicycle** tyres and accessories, but only if the **bicycle** is lost or damaged at the same time.

• the theft of an unattended **bicycle**, but only if it is in a locked building or secured with a bike lock to an immovable object.

Your personal possessions aren’t covered for

✘ **We** don’t pay for loss of or damage to
  
  • business equipment
  
  • vehicles

• watercraft propelled by hand (such as a surfboard or rowing boat)

• **sports equipment**, model aircraft or drones while they are being used

• camping equipment while it is set up or in use

• items taken by Customs or other officials

• any **bicycle** while it is being used for organised racing, pace-making or trials

• **Money**. You may have cover under Section 3B Money.

✘ **We** also don’t pay for loss or damage:

• for theft involving deception

• by any paying guest or tenant

• covered under Section 2A.

### B Additional cover

You’re covered for

✔ **Items in a bank**
  
  We will pay for accidental loss of or damage to items listed on your schedule as being in a bank or safe deposit box.

  We will also cover items when they are taken out of the bank or safe deposit box if we have agreed that they can be temporarily taken out.

✔ **Money**
  
  We will pay up to £1,000 for the theft or accidental loss of **money** which is either with you, or which you have left in a secure place, anywhere in the world. You must report the theft or loss to the police within 24 hours.

✘ **We** don’t pay for:

• shortages caused by mistake (eg someone shortchanging you)

• any loss in value (eg as a result of currency devaluation)

• **money** confiscated by Customs or other officials.

✔ **Overseas travel**
  
  We will cover items that are insured under Section 3A for up to 60 days while they are temporarily outside the **British Isles**. You must either have the items with you, or have left them in a secure place.

You’re not covered for

✘ **We** don’t pay for anything that is excluded under Section 3A.
If you claim

How we settle claims
For any personal possession, set or part of a set that is lost or damaged we will choose whether to:
• replace or repair the item or part
• pay the cost of replacing or repairing the item or part, up to the amount it would have cost to replace or repair using our own suppliers, or
• make a cash payment.

We won’t pay more than the amount it would have cost us to replace or repair using our own suppliers.

If appropriate parts or replacement items are not available, we will pay the full cost of the item, provided the sum insured is adequate.

How much we will pay
The most we will pay for any claim will be:
• the Personal Possessions sum insured shown on your schedule
• £4,000 for any one item, set or collection unless your schedule shows otherwise
• £1,000 for any bicycle unless it is specified on your schedule.

Your excess
You will have to pay any excesses shown on your schedule.

There is no excess for claims for money.

We will only take off one excess for each claim, unless there is an endorsement shown in your policy schedule to say otherwise.

If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

Sets and suites
If part of a set or suite is lost or damaged and we can’t repair or replace it, we will choose whether to:
• replace the set or suite with a new set or suite
• pay the cost of replacing the set or suite with a new set or suite
• make a cash payment up to the cost of replacing or repairing the set or suite with a new set or suite using our suppliers.

If no equivalent or replacement set or suite is available, we will pay the full cost of the set or suite. We won’t pay more than your total sum insured.

If the full replacement cost has been paid, we may ask you to give us the undamaged parts of the set or suite.

Specified items
If you claim for an item listed in your schedule, you will need to give us proof of the item’s value. To help you do this, we recommend that you keep receipts, copies of valuations, photos and instruction booklets.
Section 4 Legal Assistance (Optional)

This is an optional extension to either:
• Section 1 Buildings standard cover, or
• Section 2 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 0800 051 0234.

This section tells you what legal costs you are insured for and in what circumstances. There are some losses not covered that apply to the whole policy (see pages 7 and 35).

Anyone claiming under this section must have the agreement of the policyholder.

Your cover

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

• reasonable prospects exist for the duration of the claim
• the date of occurrence of the insured incident is during the period of insurance
• any legal proceedings will be dealt with by a court, or other body, which we agree to, within Area 1 or Area 2
• the insured incident happens within Area 1 or Area 2.

You’re covered for

✔ Employment disputes

You are covered for disputes relating to your contract of employment within Area 2.

✘ You are not covered for claims relating to:
• employer’s disciplinary hearings or internal grievance procedures
• any claim relating solely to personal injury
• a compromise agreement while you are still employed.

✔ Contract disputes

We will provide cover for:

1. Your legal rights in a contractual dispute arising from an agreement or alleged agreement which you have entered into in a personal capacity for:
   – the buying or hiring in of any goods or services in Area 1
   – the selling of any goods in Area 2.

2. Your legal rights in a contractual dispute or for misrepresentation arising from an agreement which you have entered into for the buying or selling of your principal home in Area 2.

Provided that, in both 1 and 2:

I. The amount in dispute is more than £100.

II. You have entered into the agreement or alleged agreement in the period of insurance or in respect of 2, during the 180 days leading up to the start date of the cover under this section.
✘ You are not covered for claims relating to:
  • construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
  • the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not 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, licence or tenancy of land or buildings (although we will cover any dispute with a professional adviser relating to these matters)
  • a motor vehicle owned by or hired or leased to you.

✔ Bodily injury or illness

You are covered for a specific or sudden accident which causes your death or illness or bodily injury to you in Area 1.

✘ You are not covered for claims relating to:
  • death, bodily injury or illness, including any gradually occurring bodily injury or illness, that does not result from a specific or sudden accident
  • defending your legal rights (if someone accuses you of causing them an injury), although defending a counter-claim is covered
  • legal costs incurred by the representative on a contingency fee basis
  • psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
  • clinical negligence – refer to Clinical Negligence section below.

✔ Clinical negligence

You are covered where it is alleged an identified negligent act of surgery or clinical or medical procedure causes death or bodily injury to you in Area 2.

✘ You are not covered for claims relating to:
  • a failure or alleged failure to correctly diagnose your condition
  • psychological injury or mental illness not associated with you having suffered physical bodily injury.

✔ Property protection

You are covered for a civil dispute relating to your principal home which you own or for which you are responsible within Area 2, following:
  • an event which causes physical damage to your principal home, 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 must have established legal ownership or right to the land that is the subject of the dispute.

✘ You are not covered for claims relating to:
  • any contract entered into by you
  • any building or land other than your principal home
  • someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority
  • work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
  • 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 by you trying to take possession)
  • the enforcement of a covenant by or against you.
Your cover continued

✘ You are not covered for defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.

✘ You are not covered for the first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.

✔ Legal defence
You are covered for costs and expenses to 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 criminal prosecution for an offence connected with a motor vehicle in Area 2.

✘ You are not covered for any claim relating to:
• parking or obstruction offences
• you driving a motor vehicle for which you don’t have valid motor insurance.

✔ Jury service and court attendance
You are covered for your absence from work:
• to attend any court or tribunal at the request of the representative
• to perform jury service.
The maximum we will pay is the net salary or wages that you lose for the time you are absent from work and do not receive payment, minus any amount the court gives you.

✘ You are not covered for:
• Any claim if you are unable to prove your losses.

✔ Tax protection
You are covered for a comprehensive examination by HM Revenue & Customs that considers all areas of your self-assessment tax return in Area 2, but not enquiries limited to one or more specific area.

✘ You are not covered for:
• any claim if you are self-employed, or a sole trader, or in a business partnership
• an investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.
Section 4 Legal Assistance (Optional)

If you claim

What we will pay

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

• the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time
• in respect of an appeal or the defence of an appeal, you tell us within the time limits allowed that you want to appeal and we agree that reasonable prospects exist
• for an enforcement of judgment to recover money and interest due to you after a successful claim, we agree that reasonable prospects exist.

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

What we will not pay

In the event of a claim, if you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside the DAS standard terms of appointment.

Your excess

You must pay the first £250 of any claim for nuisance or trespass, as soon as we accept the claim.

How we settle claims

When we receive your claim, if legal representation is necessary, we will appoint a preferred law firm or in-house lawyer as your appointed representative. They will try to settle your claim by negotiation without having to go to court.

If the appointed preferred law firm or our in-house lawyer can’t negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, you may choose a law firm to act as the appointed representative.

If you choose a law firm as your representative who is not a preferred law firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount we will pay a law firm (where acting as the representative) is currently £100 per hour. This amount may vary from time to time.

The representative must co-operate with us at all times and keep us up to date with the progress of the claim.

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

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

How much we will pay

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.
If you claim continued

Your responsibilities when making a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0800 464 3026 and we will give you a reference number. 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 would prefer to report your claim in writing, please write to:
Claims Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH

You must:
• keep to the terms and conditions of this section
• take reasonable steps to avoid and prevent claims
• take reasonable steps to avoid incurring unnecessary costs
• take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay, and pay us any costs and expenses that are recovered
• send any information we ask for, in writing
• report to us full and factual details of any claim as soon as possible and give us any information we need
• get our agreement before seeking help from a solicitor or accountant. Otherwise, we won’t pay the costs even if we do accept the claim
• co-operate fully with us and the representative
• give the representative any instructions we ask you to
• tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this
• tell us if anyone offers to settle a claim, and not negotiate or agree to a settlement without our written consent.

If you don’t accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.

We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. If this happens, you must allow us to take over and pursue or settle any claim in your name, at our own expense and for our own benefit. You must give us all the information and help we need to do so.

Where a settlement is made on a without costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

We may ask you, at your expense, to get an expert opinion on the merits of a claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. If the expert’s opinion is that it is more likely than not that you will recover damages (or obtain any other legal remedy we have agreed to) or make a successful defence, we will pay the cost of getting the opinion.
Disputes
If there is a disagreement between you and us about the handling of a claim that is not resolved through our internal complaints procedure, you can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of the arbitrator, we will ask the Chartered Institute of Arbitrators to decide.

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

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

Exclusions

These exclusions apply to Section 4 Legal assistance.

✗ You are not covered for:
• any claim:
  – where you fail to notify us of the insured incident within a reasonable time of it happening and this adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced
  – relating to your alleged dishonesty or alleged violent behaviour
  – relating to written or verbal remarks that damage your reputation
  – where you may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a group litigation order.
• any incident or matter arising before the start of cover
• any costs and expenses incurred before we accept your claim in writing
• 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 ‘Special conditions’, excluding employment disputes
• costs and expenses arising from or relating to judicial review, coroners inquest or fatal accident inquiry.
Section 5 Home Emergency (Optional)

Defined words appear in bold – see page 36 for definitions. Your schedule will show if you have this cover.

This is an optional extension to either Section 1 Buildings standard cover or Section 2 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 0800 051 0234.

This section tells you what emergency costs you are insured for and in what circumstances. There are some losses not covered that apply to the whole policy (see pages 7 and 35). Anyone claiming under this section must have the agreement of the policyholder.

Your cover

We agree to provide the insurance in this section, subject to the terms, conditions, exclusions and limitations set out in this section, provided that the insured incident happens during the period of insurance.

Major emergencies

In the case of a major emergency that could result in serious risk to you or substantial damage to your home, you should contact the emergency services and the company that supplied the relevant equipment or service immediately.

You’re covered for:

You are covered for insured incidents under the headings set out below that are sudden, unexpected and require immediate corrective action to:

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

✔ Roof damage

You are covered for any damage to the roof of your home that causes or is likely to cause internal damage.

✔ Plumbing and drainage

You are covered for sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in your home.

✔ Main heating system

You are covered for the sudden failure to function of the main heating system in your home.
✔ Domestic power supply
   You are covered for the complete failure of your home’s domestic electricity, or domestic gas supply.
✘ You are not covered for the failure of the mains supply.

✔ Toilet unit
   You are covered for impact damage to, or mechanical failure of, a toilet bowl or cistern in your home which results in the complete loss of function of all useable toilets in your home.

✔ Home security
   You are covered for damage to, or failure of, external doors, windows or locks which compromises the security of your home.

✔ Lost keys
   You are covered for the loss of the only available set of keys to your home if you cannot replace them or gain normal access.

✔ Vermin
   You are covered for 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.
   • removal and/or control of bees’ nests.
   • removal of any pests.

If you claim

When you make a claim under Section 5 Home emergency we will pay for assistance provided by our approved contractor.

How much we will pay
The most we will pay for any one insured incident in total is £500 (including VAT) as shown in your schedule for call-out charges, labour costs, parts and materials.

Your responsibilities when making a claim
You must call us on 0800 464 3025 within 48 hours of becoming aware of the home emergency. You will need to tell us:
• your name and home address, including the post code
• the nature of the 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 (eg we will not replace a carpet damaged by a leak or pay for time taken off work because of a home emergency).

Exclusions

✘ **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 unoccupied
  - 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 any failure of equipment or facilities resulting from 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
  - 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 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 landslide.
If you make a liability claim
For any claim you must:
• send us any letter, claim, writ or summons in connection with the claim or potential claim as soon as you receive it, unanswered.
• get our written consent before admitting, denying, negotiating or settling a claim.

We may take over, defend or settle the claim, or take up any claim in your name for our own benefit.

You must give us all the information and help we need.

If you don’t follow our claim conditions, and this negatively affects our position:
• we will reject your claim or be unable to deal with it, or
• we will not pay your claim in full.

Handing over damaged items
You should only hand over damaged items when we, or our suppliers, ask you to do so.

Enforcing your rights
We may at our expense and in your name take steps to enforce your rights against any other person either before or after we pay a claim.

You must give us any information or assistance we need.

Other insurance policies
We will not pay any claim if you have cover under any other insurance policies.
General conditions

These apply to all sections

Policy terms and conditions
You must keep to the policy terms, conditions and endorsements.
If you don’t:
• your policy may be invalidated
• we may reject your claim
• we may not pay your claim in full.

Preventing loss
You must take reasonable care to prevent loss, injury or liability, damage or accidents to the buildings and contents covered under this policy.

Maintaining your buildings and contents
You must keep the buildings, contents and personal possessions covered under this policy in good condition.

Fraud
You must be honest in your dealings with us at all times.
We will not pay a claim that is in any way fraudulent, false or exaggerated.
If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a fraudulent, false or exaggerated claim:
• your policy may be cancelled
• we may reject your claim and any subsequent claims
• we may keep any premium you have paid.

What happens if we discover fraud
We have the right to cancel any other products you hold with us and share information about your behaviour with other organisations to prevent further fraud.
We may also involve the relevant authorities who are empowered to bring criminal proceedings.
If a fraudulent, false or exaggerated claim has been made under any other policy you hold with us, we may cancel this policy.

Changes that may affect your cover
You must tell us as soon as possible about any changes that could affect the level and/or cover of your insurance, eg:
• you change the address where you normally live
• any work is being done to your home other than routine maintenance or decoration
• you are prosecuted for or convicted of any offence (excluding motoring offences)
• you let your home out to tenants or a lodger moves in
• your home is used for business purposes or as a holiday home
The list above does not set out all the changes you must tell us about. If you are not sure whether a change may affect your cover, please contact us.

What will we do when you tell us about a change
We may reassess your cover and/or premium.

What happens if you don’t tell us about a change
If you don’t give us correct information or tell us about any changes:
• your policy may be invalidated
• we may reject your claim
• we may not pay your claim in full.
**General conditions continued**

**Paying the premium**
You will only be covered if you pay your premiums. If we can’t collect your premium on the date it is due, we will assume that you do not want to continue with your policy unless you tell us otherwise.

We may cancel your policy on that date. Before we do, we will write to you to give you another opportunity to make the payment. If you do not pay the premium by the date stated in our letter, we will write to you to confirm that your policy was cancelled on the date the missed payment was due.

If you have made a claim, or one has been made against you, before that date you will need to pay the balance of the year’s premium.

**People involved in this contract**
Unless we have stated otherwise, nothing in the policy is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

**Automatic renewal**
When your policy is due for renewal, we may offer to renew it for you automatically using the payment details you have already given, unless we or you have advised otherwise.

We will write to you at least 21 days before your policy ends to confirm your renewal premium and policy terms, and before taking any payment. If you do not want to renew your policy, you must call us before your renewal date to let us know. It is not possible to offer automatic renewal with all payment methods, so please check your renewal invite for further details.

If we are unable to offer renewal terms, we will write to you at your last known address to let you know.

**Cancellation by us**
We have the right to cancel your policy at any time if there is a valid reason. We will give you 14 days’ notice in writing. We will send our cancellation letter to the latest address we have for you.

Valid reasons may include but are not limited to:

- you failing to co-operate with us or send us information or documentation as required by the terms of your policy where this significantly affects our ability to process your claim or deal with your policy
- changes to your circumstances that mean you no longer meet our criteria for providing home insurance
- you using threatening or abusive behaviour or language with our staff or suppliers.

If we cancel your policy, we will return the premium paid less the amount for the period the policy has been in force.

**Cancellation by you**
You may cancel your policy at any time by contacting us on 0800 051 0243 or sending us notice in writing.

If you cancel at renewal

If you cancel before the new period of insurance is due to start, we will return any premium paid in full.

If you cancel within 14 days of the start of the new period of insurance or within 14 days of receiving your renewal documents (whichever is the later), we will return any premium paid in full.

We will not refund any premium if:

- you have made a claim during the period of insurance
- a claim has been made against you during the period of insurance.
If you cancel at any other time

If you cancel your policy before it is due to start, we will return any premium paid in full.

If you cancel within 14 days of your policy starting or within 14 days of receiving your documents (whichever is the later) we will return any premium paid, less the administration fee shown in your schedule.

If you cancel after 14 days have passed, we will return any premium paid, less the administration fee shown in your schedule and an amount for the period the policy has been in force.

We will not refund any premium if:

• you have made a claim during the period of insurance
• a claim has been made against you during the period of insurance.

Index linking – buildings cover

If you have set your own building sum insured, we will index link the amount shown on your schedule using the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index.

Your building sum insured will go up by at least £1,000 each year even if the index linked increase is less than that.

We do not apply index linking to our other policy limits.

Index linking – contents cover

If you have set your own contents sum insured, we will index link the amount shown on your schedule using the Retail Price Index or another appropriate index.

Your contents sum insured will go up by at least £500 each year even if the index linked increase is less than that amount.

We do not apply index linking to our other policy limits.

Losses not covered

These apply to all sections

✘ We don’t cover any pre-existing loss or damage that happened before your cover started.

✘ We don’t cover any loss, damage or legal liability caused by:

• Radioactive contamination. This is:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
• War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.
• Sonic bangs from aircraft or other flying objects travelling at or above the speed of sound.
• Pollution or contamination unless it is caused by oil leaking from:
  - any fixed heating installation in your home
  - any domestic appliance in your home.
• Failure of computers and electrical equipment caused by computer viruses
• Terrorism by a person or people acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination.
Policy definitions

Certain words in this policy booklet, your schedule and endorsements will have the same meaning wherever they appear.

The definitions listed below will apply to the whole policy, unless we say that they have a different meaning when used in particular sections of the policy.

We have highlighted these definitions in bold in this policy booklet.

Area 1 (section 4 only)
Anywhere in the world, provided you normally live in the United Kingdom, the Channel Islands or the Isle of Man.

Area 2 (section 4 only)
Anywhere in the United Kingdom, the Channel Islands or the Isle of Man.

Bicycle
Any bicycle, including electrically powered models, and its accessories.

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

Buildings
Your private home, fixtures and fittings, swimming pools, permanently fixed hot tubs, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates and fences.

Business
Any employment, trade or profession.

Business equipment
Any electronic office equipment used for business purposes while it is being kept in your home. (eg computers, printers and photocopiers).

× But not:
- smart phones,
- mobile phones
- tablet computers.

Contents
Household goods, personal possessions, business equipment, camping equipment, money, satellite dishes, aerials and other articles which you are responsible for or that belong to you, domestic staff who live in or guests, except paying guests.

× But not:
- Vehicles
- Any living creature.
- Landlord’s fixtures and fittings.
- Securities (financial certificates except those defined as money), certificates and documents, except driving licences and passports.

Counter Claim (section 4 only)
Where a claim is made by the person you make a claim against, as a response to the initial claim.

Costs and expenses (section 4 only)
All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS standard terms of appointment. The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

DAS standard terms of appointment (section 4 only)
The terms and conditions (including the amount we will pay to a representative) that apply to the relevant type of claim. This could include a conditional fee agreement (no win, no fee).
Date of occurrence (section 4 only)
For civil cases, the date of the event that leads to a claim. If more than one event arises at different times from the same cause, the date of occurrence is the date of the first event. This may be before the date you first became aware of it.
For criminal cases, the date you began, or are alleged to have begun, to break the criminal law in question.
For Tax protection claims, the date when HM Revenue & Customs first notifies you in writing that it intends to make enquiries.

Endorsement
An agreed change to the terms of the policy shown in your policy schedule.

Excess
The amount you must pay towards any claim.

Home
The building of your main domestic home occupied by you, at the address shown in your schedule, including its domestic garages and outbuildings.

Main heating system (section 5 only)
The main hot water or central heating system in your home. This includes pipes that 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.

Money
Cash, bank notes, cheques, money orders, postal orders, traveller’s cheques, savings certificates, share certificates, Premium Bonds, travel tickets, postage stamps (that are not part of a collection), phone cards, luncheon vouchers, and vouchers and cards with a cash value that belong to you and are not used for business purposes.

Period of insurance
The period for which the policy covers you shown in your schedule.

Personal possessions
Valuables, sports equipment and bicycles that belong to you and luggage, clothes and any other items you normally wear or carry that belong to you or for which you are legally responsible.

Plumbing and drainage (section 5 only)
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 for which your water supply or sewage company are responsible or rainwater drains and soakaways.

Preferred law firm (section 4 only)
The law firm or barristers’ chambers we choose to provide legal services. They will have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS standard terms of appointment.

Principal Home (section 4 only)
Your only or main residence where you and your family live permanently.

Reasonable prospects (section 4 only)
For civil cases, the prospect that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or a preferred law firm working on our behalf, will assess whether there are reasonable prospects.

Representative (section 4 only)
The preferred law firm, law firm, accountant or other suitably qualified person we appoint to act on your behalf.

Sports equipment
Items used for sports activities, including sports clothes designed to be used for any sports activity.
But not
• Bicycles

Valuables
• Sets of coins, stamps or medals.
• Furs.
• Items or sets or collections of gold, silver or other precious metals.
• Jewellery.
• Watches.
• Works of art.

Vehicles
Any vehicle or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle)

But not the following while being used for their intended purpose and by a person for whom they were designed:
• Ride-on lawnmowers
• Electrically powered wheelchairs and mobility scooters
• Electrically powered children’s ride on toys
• Electrically assisted bicycles
• Pedestrian controlled electrically powered golf trolleys
• Model watercraft
• Hand-propelled watercraft (such as a surfboard or rowing boat)

Vermin (section 5)
a) wasps’ and/or hornets’ nests
b) rats
c) mice; or
d) grey squirrels

We, us, our, the company (sections 1, 2 and 3)
U K Insurance Limited.

We/us/our (sections 4 and 5 only)
DAS Legal Expenses Insurance Company Limited.

You, your
The person or persons named in your schedule and any of the following who normally live with them: their husband, wife, partner (a person living with them as though married), civil partner, children, parents and other relatives normally living with them.
How to complain

If your complaint is about a claim
If your complaint is about a claim, please:
• contact your claims handler, if their details are shown on your claim documents, or
• write to the Regional Customer Service Manager at the address shown in your claims documents.

If your complaint is about something else
If you have a complaint about something else, please:
• call us on 0800 051 0160 or 01903 636 962, or
• write to the Customer Relations Manager at Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP.

What we will do
We will try to resolve your complaint immediately. If this is not possible, we normally acknowledge your complaint within five business days of receiving it. If we can’t resolve your complaint within four weeks of receiving it, we will write to you to explain why and let you know what action we plan to take.

If we can’t resolve the differences between us, you can contact the Financial Ombudsman Service (FOS) within 6 months of receiving our complaint response letter:
• call 0300 123 9123 or 0800 023 4567
• go to www.fos.org.uk
• write to Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Your right to withdraw from your credit agreement

If you have chosen to pay by instalments, you may withdraw from your credit agreement within 14 days of receiving it. If you would like to withdraw from your credit agreement please call us on 0800 051 0247 or write to us at the address shown on your documents. If you withdraw from your agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to end the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be terminated; any refunds will be paid pro rata unless there is a claim, when the full premium will be due.

We may terminate your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this agreement.

If you have a complaint about your credit agreement you should refer to the ‘how to complain’ section of this policy booklet.

English law applies to your Fixed Sum Credit Agreement and courts in England or Wales may deal with disputes in connection with this agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this agreement. We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.
Both Nationwide and U K Insurance Limited are aware of the trust you place in us when you buy one of our products and our responsibility to protect your information.

In this notice ‘we’ ‘us’ and ‘our’ refers to U K Insurance Limited unless otherwise stated and describes who we are, why we need to collect your information and how we will use it.

We will tell you who we share your information with and how we use it to improve the service we provide to our customers.

**Why we need your information**

We need your information and that of others you name on the policy to give you quotations, and manage your insurance policy, including underwriting and claims handling. Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties.

We will only collect the information we need so that we can provide you with the service you expect from us.

**Who we will share your information with**

Nationwide Home Insurance is underwritten by U K Insurance Limited (UKI). When you give us your information, it will be shared with Nationwide. We will do that in order to provide you with the best possible products and service experience.

During the course of our dealings with you we may need to use your information to:

- Assess financial and insurance risks,
- Prevent and detect crime including anti money laundering and financial sanctions,
- To comply with our legal and regulatory obligations,
- Develop our products, services, systems and relationships with you,
- Record your preferences in respect of products and services,
- Recover any debt or if you have any outstanding debt from previous dealings with us we will only offer you a policy upon settlement of the full outstanding amount,
- Review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover.

In carrying out the actions above we may:

- Use the information we hold in our system about you and that of others named on the policy,
- Share the information with agencies that carry out certain activities on our behalf, for example those who help us underwrite your policy,
- Use and share your information with our approved suppliers where this is reasonably required to help deal with your claim or let you benefit from our policyholder services, including with our credit hire providers and legal advisors,
- Disclose some of your information and that of others named on the policy to other insurers, third party underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

UKI do not disclose your information to anyone else except where:

- we have your permission
- we are required or permitted to do so by law
- we may transfer rights and obligations under this agreement.

**Where we transfer your information**

From time to time we may require services from suppliers that are based worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we require that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

**Sensitive Information**

Some of the personal information we ask you for may be sensitive personal information, 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.
Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Credit Reference Agencies

We carry out a consumer search when any application for insurance is submitted to evaluate insurance risks. This is done only using the data that is publicly accessible on your credit file (i.e. bankruptcy, CCJ and electoral roll information). Information about access to the public part of your credit file is automatically deleted after 12 months and in no way affects your ability to obtain credit.

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 consent.

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.

Use of your information by Nationwide

Any information about you and your policy may be shared within Nationwide to open and manage the policy, 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. For changes to your insurance policy UKI will need to be informed directly.

Nationwide may inform you of special offers, products and services, either by letter, telephone or email. 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.
Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request. If you would like a copy of your information, please write to: Data Access Team at, UKI, Churchill Court, Westmoreland Road, Bromley, BR1 1DP quoting your reference. A fee may be payable.

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.

If you would like a copy of all the information held about you by Nationwide, 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

Fraud Prevention and Anti-Money Laundering

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,
- 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 and money laundering, 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: Data Protection Officer at, UKI, Churchill Court, Westmoreland Road, Bromley, BR1 1DP quoting your reference. The agencies may charge a fee.

Financial Sanctions

We will use information about you and that of others named on policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publically available sanctions lists. Your information and that of others named on policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with Financial Sanctions requirements.
If you would like a Braille, large print or audio version of your documents, please let us know.