



Helplines

Payment queries	0845 601 7074
Personal claims	0845 601 7072
Renewal hotline	0845 601 7079
Customer services	0845 601 7074
Legal advice	0845 601 7070
Home emergency	0845 601 7624
Motor quoteline	0845 603 6066
Travel quoteline	0845 600 3949

For esure home insurance, esure Insurance Limited use
Family Legal Protection and home emergency provided by DAS.

Calls may be monitored and recorded
for security and service quality.



A Partner in
Fire Prevention

R283/04/0304



esure home insurance



Policy booklet



A Partner in
Fire Prevention



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Welcome to esure

Thank you for choosing home insurance from esure.

This is your home insurance policy. It gives you the details of the cover you have bought.

Your policy consists of:

- the policy booklet
- the schedule; and
- the proposal confirmation.

Please read all your policy documents carefully to understand the cover you have bought, together with the restrictions and exclusions that may apply.

Any advice, leaflets or similar literature you receive about this insurance do not form part of your policy.

If you are dissatisfied with the cover provided by your policy, please return all the documents to us within 14 days of receiving them. As long as no incidents have arisen that could result in a claim under the policy, we will refund the premium you have paid.

Please keep your policy booklet and related documents in a safe place, as you may need to refer to them if you make a claim or need assistance.

In return for your paying and our receiving and accepting your premium (including Insurance Premium Tax), we will provide home insurance cover under the terms of your policy during the period of cover shown in your schedule.



Peter Graham
Chief Executive
esure Insurance Limited

This home insurance policy is underwritten by esure Insurance Limited, part of the Halifax and Bank of Scotland Group and a member of the General Insurance Standards Council.

Meaning of words and terms

Certain words or expressions appearing in Parts A to D of your policy or schedule have been defined, and they will have the same meaning wherever they are used.

amount insured

The amount insured is shown in the schedule. Together with any necessary adjustments for index-linking, it is the maximum amount we will pay (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if we pay any claim.

The amount insured under Part A, must be enough to rebuild your buildings as new, including any professional fees, site clearance costs and costs which you must pay by law.

The amount insured under Part B, Part C and Part D of your policy must be enough to replace the insured items as new. An adjustment for wear and tear will be taken from the cost of replacing clothing, linen and pedal cycles.

bedroom

A room used as, or originally built to be, a bedroom, even if currently used for another purpose.

buildings/home

Your house and the fixtures and fittings, out-buildings, garages and greenhouses, which are all designed and only used for domestic purposes. Your buildings also include swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the insured address shown in the schedule.

office equipment

Office furniture, computer equipment, keyboards, visual display units, computer software, printers, fax machines, photocopiers, typewriters, word processing equipment, business books and stationery up to the amount insured as shown in your latest schedule. This does not include the following:

- Business stock.
- Data, information or computer programs which have been created by, or specifically for, members of your household.

contents

All Household Goods and High Risk Items belonging to your household or which your household is legally responsible for.

endorsement

Any change to the policy and schedule which we have told you about.

excess – paying part of a claim

Excess is an amount taken off your claim payment.

This can be any of the following:

- **policy excess**
Under the terms of your policy, you pay the first part of certain claims.
- **voluntary excess**
This is the amount of each claim you have chosen to pay in return for a reduction in your premium. This is in addition to the policy excess.

The combined total of policy excess and voluntary excess will be shown in your latest schedule as excess.

- **subsidence excess**
Under the terms of Part A Section 1 of your policy, you pay the first part of each and every claim if it results from subsidence, heave or landslip. The amount of the excess will be shown in your latest schedule.

exclusions

Something your policy does not cover you for.

These are shown under the heading 'exclusions'.

high risk items

All High Risk Items which belong to your household or which any member of your household is legally responsible for and are kept in the home, including:

- Antiques.
- Articles of gold, silver or other precious metals.
- Camping equipment.
- Compact discs.
- Computer equipment.
- Credit, debit, charge, cheque or cash cards.
- Curios.
- DVD players.
- Furs.
- Guns and firearms.
- Jewellery.
- Mobile phones.
- Money.
- Pedal cycles.
- Paintings.
- Photographic equipment.
- Portable musical instruments.
- Portable sports equipment.
- Stamp, coin and medal collections.
- Televisions.
- Video and audio equipment.
- Watches.

High Risk Items do not include:

- Household goods.
- Any domestic appliance which is part of fitted units.
- Interior decorations.
- Living creatures.
- Motor vehicles, caravans, trailers, boats, canoes, surfboards, sailboards, personal watercraft, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these.
- Property owned or used totally or partly for business purposes or connected with any employment (but not property defined as office equipment).
- Data, information or computer programs which have been created by, or specifically for members of your household.
- Property more specifically insured by this or any other policy.

house

The house, self-contained flat or other structure you or your family live in at the address shown in the schedule. This does not include fixtures and fittings, out-buildings, garages, greenhouses, swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences or any part of your home.

Unless described differently by endorsement, the house must be built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.

household goods

All goods (including clothing) which belong to your household, or which any member of your household is legally responsible for, and are kept in the home.

This does not include the following:

- High risk items.
- Any domestic appliance which is part of fitted units.
- Interior decorations.
- Living creatures.
- Motor vehicles, caravans, trailers, boats, canoes, surfboards, sailboards, personal watercraft, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these.
- Property owned or used totally or partly for business purposes or connected with any employment (but not property defined as office equipment).
- Data, information or computer programs which have been created by, or specifically for members of your household.
- Property more specifically insured by this or any other policy.

index-linked

The amounts insured will be index-linked. This means that the amounts insured are linked to the following indices. We will automatically adjust the amounts insured each month in line with increases in these indices. However, if the indices fall we will not reduce the amounts insured in line with the fall.

PART A – buildings

The amounts insured for buildings are linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. These adjustments will continue after insured loss or damage has happened as long as:

- at the time of loss or damage, the buildings were insured for an amount which would be enough to rebuild or replace them; and
- you take all reasonable steps to make sure that the buildings are rebuilt or repaired as soon as possible.

PART B, C & D – contents, personal possessions, specified items

The amounts insured for contents, personal possessions and specified items are linked to the Consumer Durables Section of the Retail Price Index.

Note: Remember to keep the sum insured up to date when new articles are bought.

The value of items such as jewellery, watches, antiques, pictures and collections often fluctuates independently of inflation. These fluctuations are not reflected by the indices used for index linking, and you should ensure that these items are insured for the correct amounts at all times.

money

Personal money you have for private reasons in the following forms:

- Current coin or banknotes, cheques and traveller's cheques.
- Postal or money orders and current postage stamps.
- National Savings stamps or certificates and Premium Bonds.
- Luncheon vouchers, current travel tickets or other tickets with a fixed value.
- Trading stamps.
- Stamps for paying your TV licence, gas, electricity or other bills.

motor vehicles

Any electrical or mechanical, power-driven or power-assisted vehicle (including toys or models). However, this does not include any electrical or mechanical, power-driven or power-assisted toys, models, golf trolleys or garden machinery which are controlled by someone on foot, any electrical or mechanical power-driven or power-assisted wheelchairs, or any battery-operated toys or models which are designed for use by children under ten years of age.

period of cover

The period of insurance between the start date or the last renewal date (if this is later), and the next renewal date or the date of cancellation (if this is earlier). The period of cover is shown in your schedule.

personal possessions

Any item which is normally worn or carried provided such item is individually worth less than £1500 and any pedal cycle worth less than £500 unless specified in your schedule.

policy

The policy booklet, schedule and proposal confirmation.

Proposal Confirmation

The document containing the statements made and information provided by or for you when you applied for cover.

Schedule

The document which identifies the policyholder and sets out details of the cover provided by your policy.

specified items

Any high risk item or household good(s) worth £1500 or more and specified in your schedule. This does not include items of furniture (for example, tables, chairs and carpets) or domestic electrical appliances such as washing machines, cookers, refrigerators and dishwashers.

storm

A violent gale of force 10 on the Beaufort Scale reaching speeds of 55-63mph.

terms

All terms, exceptions, conditions and limitations which apply to the policy.

unfurnished

When your house is not in our reasonable opinion sufficiently furnished for anyone to live in. It must be in this condition for more than 60 consecutive days.

United Kingdom, UK

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

unoccupied

When your house is not being lived in by you or anyone who has your permission. It must be in this condition for more than 60 consecutive days.

value

The amount of money you would have received by selling the article or the property immediately prior to the loss or damage occurring.

we, us, our, the company

esure Insurance Limited.

you

The person or people shown in the schedule under 'the policyholder' and your cohabitee living permanently with you.

your household

You, members of your family living permanently with you and your domestic employees living permanently with you.

Your policy

The contract of insurance

Your policy is evidence of the contract between you and us. It is based on the information given by or for you when you applied for this insurance. This information is shown in your proposal confirmation. You promise, as far as you know, the information you have given us is true.

Governing law

You and we can choose the law which applies to this contract. Unless you and we agree otherwise, English law will apply.

Legal advice

A service that provides help with personal legal problems under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Scandinavian countries and Switzerland. You can phone a legal advisor for confidential and free advice on any personal legal problems. This service also provides confidential and free advice on personal tax matters.

Your cover

If the cover you have chosen is:

Buildings – refer to Part A

Contents – refer to Part B

Personal Possessions – refer to Part C

Specified Items – refer to Part D

Family Legal Protection – refer to Part E

Home Emergency – refer to Part F

The cover you have chosen and any endorsements that apply are shown in your schedule. If the cover is changed, or if any new endorsements are applied, we will give you a new schedule.

Buildings

This section of your policy only applies if you have chosen to insure your buildings and the words 'standard' or 'AD/Frost' appear in your latest schedule.

It is important that you read the general conditions and exclusions which apply to the whole policy.

Insurance for buildings

We will pay up to the sum insured shown in your schedule for loss of or damage to your buildings caused by the following:

1. fire.	<ul style="list-style-type: none"> loss or damage if your house is unfurnished and unoccupied.
2. theft or attempted theft.	<p>loss or damage:</p> <ul style="list-style-type: none"> caused by you, your household, paying guests or tenants if your house is unoccupied or unfurnished.
3. storm or flood.	<p>loss or damage:</p> <ul style="list-style-type: none"> to gates, hedges or fences caused by frost to alterations or extensions until completed caused by subsidence, heave or landslip caused by rising ground water levels.
4. lightning, thunderbolt or earthquake.	
5. explosion.	<ul style="list-style-type: none"> loss or damage if your house is unfurnished and unoccupied.
6. subsidence or heave of the site on which your buildings stand or landslip.	<p>loss or damage caused by:</p> <ul style="list-style-type: none"> coastal or river erosion inadequate foundations which did not meet the building regulations which were in force at the time the foundations were constructed demolition, construction, or the structure of the building being altered or repaired the action of chemicals on, or the reaction of chemicals with, any materials which form part of the buildings damage to, or resulting from the movement of solid floor slabs, unless the foundations beneath the outside walls of the house are damaged at the same time and by the same cause

The exclusions that apply:

Exclusions:

	<p>Exclusions:</p> <ul style="list-style-type: none"> bedding down of new structures or settlement of newly made up ground loss or damage to septic tanks, cesspits, drains, pipes and cables, central heating fuel storage tanks, swimming pools, tennis hard courts, garden walls, patios, terraces, hedges, fences, gates, paths and drives are only covered if they are damaged at the same time as your house.
7. water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank. Water freezing in tanks, equipment or pipes.	<p>loss or damage:</p> <ul style="list-style-type: none"> to the tank, pipe or installation itself if caused by normal wear and tear caused by subsidence, heave or landslip if your house is unfurnished or unoccupied.
8. oil escaping from any fixed heating installation, pipes or equipment.	<p>loss or damage:</p> <ul style="list-style-type: none"> to the tank, pipe or installation if caused by normal wear and tear if your house is unfurnished or unoccupied.
9. impact with your buildings by any vehicle, train or animal.	<p>loss or damage:</p> <ul style="list-style-type: none"> caused by vermin, birds insects or domestic pets.
10. breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts.	<ul style="list-style-type: none"> loss or damage to aerials, fittings and masts (see page 19).
11. aircraft and other airborne devices or articles dropped from them.	
12. falling trees or branches.	<ul style="list-style-type: none"> removal of trees or branches where the buildings are not damaged.
13. riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.	<p>loss or damage:</p> <ul style="list-style-type: none"> caused by you, your household, paying guests or tenants if your house is unfurnished or unoccupied.
14. smoke.	<p>loss or damage:</p> <ul style="list-style-type: none"> caused by agricultural or industrial work if your house is unfurnished and unoccupied caused by smog caused by gradually operating causes.

Perils numbered 15 and 16 only apply if you have chosen accidental damage cover and 'AD/Frost' appears in your latest schedule.

15. accidental damage - all other accidental loss or damage which happens as a direct result of a single unexpected event.

Exclusions:

- we will not pay for:
- any loss or damage which is excluded elsewhere in Part A of this policy
 - loss or damage while your home or any part of it is lent, let or sub-let
 - loss or damage during or after cleaning, alteration, restoration, repair, renovations, maintaining or decorating during normal redecoration
 - loss or damage caused by moth, vermin, birds, insects, fungi, dry or wet rot
 - loss or damage caused by domestic pets
 - loss or damage due to faulty materials, poor workmanship or design or defective materials
 - loss or damage caused by paying guests or tenants
 - loss or damage due to gradually operating causes
 - loss or damage if your house is unfurnished or unoccupied
 - loss or damage to any tank, pipe or installation if caused by normal wear and tear
 - loss or damage caused by subsidence, heave or landslip
 - the cost of repairing, replacing electrical or mechanical equipment if it has broken down or been misused
 - any loss or damage caused by weather or atmospheric conditions.

16. frost.

- loss or damage to swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, garden walls and hedges.

Insurance for buildings

Exclusions:

**Section 2
Glass and sanitary ware**

We will pay up to the policy limit as shown in your latest schedule for the cost of replacing the following if they are accidentally damaged:

- fixed glass in windows, doors, fan lights and skylights
- sanitary fixtures such as washbasins, sinks, toilets, shower trays and baths
- ceramic hobs which form part of fitted units.
- damage to alterations or extensions until completed
- damage caused by any paying guest or tenant
- damage if your house is unfurnished or unoccupied.

**Section 3
Underground services**

We will pay up to the policy limit as shown in your latest schedule for the cost of repairing underground service pipes, cables and septic tanks which you are legally responsible for and which break accidentally.

- any costs for clearing a blockage which has not directly resulted in the underground service pipe, cable or septic tank breaking
- any damage caused to underground service pipes, cables or septic tanks while clearing or attempting to clear a blockage.

**Section 4
Alternative accommodation and rent**

If your house cannot be lived in as a direct result of loss or damage insured under Part A of this policy, we will pay you up to the policy limit as shown in your latest schedule for the following:

- If you occupy the home:
- the cost of reasonable alternative accommodation if this is necessary
 - up to two years' ground rent if you have to pay this.

If your home is lent or let:

- loss of any rent due to you.

	Exclusions:
<p>Section 5 Sale of your home</p> <p>When you have agreed to sell your home, the buyer will have the benefit of the insurance provided under Part A of this policy up to the policy limit as shown in your latest schedule if any loss or damage happens. However, this only lasts until the date of completion.</p> <p>The insurance provided under Part A of this policy does not affect your rights and liabilities, or ours.</p>	<ul style="list-style-type: none"> the buyer will not have any benefit provided under this section if the buildings are insured under any other policy.
<p>Section 6 Professional fees, clearance costs and local authority requirements</p> <p>We will pay architects' fees, surveyors' fees, and legal fees necessary to rebuild, replace, or repair your buildings after loss or damage insured by this policy.</p> <p>Clearance costs</p> <p>We will pay the cost of removing debris, dismantling, demolishing, shoring-up or propping up your buildings after loss or damage which is insured by this policy. You must get our permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.</p> <p>Costs which you must pay by law</p> <p>We will also pay the cost of meeting building and government regulations and local authority bye-laws after loss or damage which is insured by this policy.</p> <p>We will pay up to the policy limit as shown in your latest schedule.</p>	<ul style="list-style-type: none"> any fees you incur when you prepare a claim costs of meeting government or local authority regulations if they told you about these regulations before the loss or damage happened costs for any part of your buildings which are not damaged.

	Exclusions:
<p>Section 7 Your liability as the owner of your home</p> <p>We will pay you up to the policy limit as shown in your latest schedule for sums which you become legally liable arising solely as the owner (but not as the occupier) of your home, for all sums which you become legally liable to pay for accidents happening in and around your home. These accidents must result in:</p> <ul style="list-style-type: none"> bodily injury to or illness of any person; or loss or damage to property. <p>If you are both the owner and the occupier of your home:</p> <p>In law, accidents which happen in buildings or on land are nearly always the responsibility of the occupier of the buildings or land rather than the owner.</p> <p>Cover against any liability that you may incur as the occupier of your home or its land is not provided by this section and in order to protect yourself you should ensure that you also have Contents Insurance which will provide Occupier's Liability cover.</p>	<ol style="list-style-type: none"> Loss or damage to property which belongs to or is in the care of: <ul style="list-style-type: none"> your household any other person who permanently lives with you any person who is employed by you or any member of your household. Liability which happens because you own any land or building which is not one of the following: <ul style="list-style-type: none"> your home any private house which you or a member of your family living permanently with you is temporarily living in any previous home which you occupied immediately before it was disposed of or sold and which you may be liable for under the Defective Premises Act 1972. Liability which happens because of your trade, profession or employment or that of any member of your household. However, you are covered as owner of the buildings. Liability as a result of any agreement or contract unless you were liable before you made the agreement or contract.

Exclusions:

Section 8 Your liability as the owner of your previous homes

If you owned any previous home and you occupied it before it was disposed of or sold, we will insure your liability under Section 3 of the Defective Premises Act 1972.

You will be insured for accidents happening in and around that home which result in:

- bodily injury to or illness of any person; or
- loss or damage to property.

The "Defective Premises Act" insurance will continue for 7 years from the date this policy expires or is cancelled.

We will pay up to the policy limit as shown in your latest schedule. This is the total amount we will pay under Sections 7 and 8 of Part A and Section 9 of Part B of your policy added together. This is for all claims made against you or any member of your household as a result of any one incident.

We will also pay costs, expenses and legal fees necessarily incurred with our written consent.

Section 9 Emergency entry

We will pay up to the policy limit as shown in your latest schedule for the cost of loss or damage to the buildings caused when fire, police or the ambulance services have to force an entry because of an emergency.

Section 10 External door locks

We will pay up to the policy limit shown in your latest schedule for replacing and installing locks and keys on the external doors of your home if the keys to those locks are stolen.

1. Loss or damage to property which belongs to or is in the care of:
 - your household
 - any other person living permanently with you; or
 - any person who is employed by you or any member of your household.
2. Liability that is covered under a more recent policy.

Buildings - making a claim

It is important that you read the general conditions and exclusions which apply to the whole policy.

We will not pay the combined amount of buildings excesses which apply for Part A of your policy as shown in your latest schedule.

If your buildings are damaged in any of the circumstances explained in Part A, Sections 1-10 of your policy, we can choose to:

- pay the cost of work carried out to rebuild, replace or repair your buildings; or
- arrange for your buildings to be rebuilt, replaced or repaired.

If the repair or replacement to your buildings cannot be economically carried out, we will pay the difference between the market value of the buildings immediately before the loss or damage happened, and the market value of the buildings immediately after the loss or damage happened. However, this must not be more than the cost to rebuild or repair the buildings for any loss or damage as a result of any of the circumstances listed in Part A, Section 1.

We will not pay any extra cost for extending or improving your buildings once they are rebuilt as new.

We will not pay for any extra cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design.

If at the time of loss or damage, the amount insured for your buildings is less than the cost of rebuilding them as new, we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount Insured}}{\text{Rebuilding Cost}}$$

Contents

This section of your policy only applies if you have chosen to insure your contents and the words 'standard' or 'AD/AL' appear in your latest schedule.

It is important that you read the general conditions and exclusions which apply to the whole policy.

Insurance for contents

We will pay up to the sum insured shown in your latest schedule for loss or damage to your contents whilst in your home caused by the following:

1. fire.
2. theft or attempted theft.
3. storm or flood.
4. lightning, thunderbolt or earthquake.
5. explosion.
6. subsidence or heave of the site on which your buildings stand, or landslip.
7. water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank.

The exclusions that apply:

Exclusions:

- loss or damage if your house is unfurnished and unoccupied.
- loss or damage if your house is unfurnished or unoccupied
- loss or damage caused by you, your household, paying guests or tenants
- loss or damage whilst any part of your home is let or sublet
- loss by deception other than deception used solely to enter your home
- loss or damage to tyres or accessories unless the pedal cycle is lost or damaged at the same time
- loss or damage to pedal cycles more specifically insured by any other policy.
- loss or damage to trees, shrubs and plants growing in the open.
- loss or damage if your house is unfurnished and unoccupied.
- loss or damage if your house is unfurnished or unoccupied.

	Exclusions:
8. oil escaping from any fixed heating installation, pipes or equipment.	<ul style="list-style-type: none"> loss or damage if your house is unfurnished or unoccupied.
9. impact by any vehicle, train or animal.	<ul style="list-style-type: none"> loss or damage caused by vermin, birds, insects or domestic pets.
10. breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts.	
11. aircraft and other airborne devices or articles dropped from them.	
12. falling trees or branches.	<ul style="list-style-type: none"> removal of trees or branches where the contents are not damaged.
13. riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.	<p>loss or damage:</p> <ul style="list-style-type: none"> caused by you, your household, paying guests or tenants if your house is unfurnished or unoccupied.
14. smoke.	<p>loss or damage:</p> <ul style="list-style-type: none"> caused by agricultural or industrial work caused by any gradually operating causes if your house is unfurnished and unoccupied caused by smog.

Peril number 15 only applies if you have chosen accidental damage cover and 'AD/AL' appears in your latest schedule.

15. accidental damage - loss or damage which happens as a direct result of a single unexpected event.

Exclusions:

we will not pay for:

- any loss or damage which is excluded elsewhere in Part B of this policy
- loss or damage caused to the items when they are being cleaned, washed, altered, restored, repaired, renovated, maintained or decorated during normal redecoration
- loss or damage caused by domestic pets
- loss or damage caused by moth, vermin, birds, insects, fungi, dry or wet rot
- loss or damage caused by any paying guests or tenants
- loss or damage caused by gradually operating causes
- loss or damage caused by computer viruses
- loss or damage if your house is unfurnished or unoccupied
- the cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused
- loss or damage to fragile items when you move home unless they have been packed by professional packers
- loss or damage to contents when you move home unless a professional removal firm is moving them
- loss or damage whilst in a furniture store, saleroom or exhibition

	<p>Exclusions:</p> <ul style="list-style-type: none"> • damage of any item owned or used totally or partly for business purposes or connected with any employment (except property defined as office equipment) • any item more specifically insured by this or any other policy • contact lenses, unless specified in your latest schedule • loss or damage to money held for business reasons which does not belong to your household and which they are not legally responsible for • shortage of money because of a mistake.
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	<p>Exclusions:</p> <ul style="list-style-type: none"> • loss or damage if your house is unfurnished or unoccupied • any special exclusion listed in Section 1 of Part B • loss or damage caused by storm, flood, subsidence, heave or landslip.
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	<p>Section 2 Contents in your garden</p> <p>You are covered up to the limit shown in your latest schedule for loss or damage as described in Part B Section 1 1-14 if your contents are outside but still within the boundaries of your home.</p> <p>We will pay up to the limit shown in your latest schedule for the replacement of trees, shrubs, plants and lawns that are within the boundaries of your home.</p>
	<p>Section 3 Contents which are temporarily removed from the home</p> <p>We will pay up to the policy limit as shown in your latest schedule if your contents are lost or damaged as described in Section 1 Part B 1-14 while temporarily away from your home.</p>
	<p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by storm or flood to any item not in a building • caused by theft or attempted theft. However, you are insured for loss or damage caused by theft or attempted theft from any building if this involved forcible and violent entry caused by vandalism or malicious acts • while in a furniture store, saleroom or exhibition. <p>Any special exclusion listed in Section 1 of Part B 1-14.</p>

	<p>Section 4 External door locks</p> <p>We will pay up to the policy limit shown in your latest schedule for replacing and installing locks and keys on the external doors of your home if the keys to those locks are stolen.</p>
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	Exclusions:
<p>Section 5 Insurance for metered water, oil or liquid petroleum gas</p> <p>We will insure you up to the policy limit shown in your latest schedule for all sums which you become legally liable to pay for loss of metered water, oil or liquid petroleum gas resulting directly from accidental damage to pipes and equipment which provide services to the building described in the schedule.</p> <p>It is a condition of this cover that you keep a record of meter readings and that you immediately report any unusual readings to the Water Authority.</p>	
<p>Section 6 Mirrors and glass</p> <p>We will pay up to the policy limit as shown in your latest schedule if your mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs and ceramic tops to cookers are accidentally broken.</p>	
<p>Section 7 Alternative accommodation and loss of rent</p> <p>If your house cannot be lived in as a result of loss or damage insured by Part A, perils 1–14 of Section 1 of this policy, we will pay up to the policy limit for the following:</p> <ul style="list-style-type: none"> the cost of reasonable alternative accommodation if this is necessary the cost of temporary storage of the contents rent which should be paid to you or by you. 	
<p>Section 8 Fatal accident benefit</p> <p>We will pay up to the policy limit as shown in your latest schedule if you or your husband or wife suffers injury which results in their death within 60 days. This must be caused by any of the following:</p> <ul style="list-style-type: none"> an accident, assault or fire in your home 	<ul style="list-style-type: none"> injury to your husband or wife if he or she does not normally live at the same address as you any incident happening outside the United Kingdom injury to any person who is 70 years of age or more at the time of the incident.

	Exclusions:
<ul style="list-style-type: none"> an accident while travelling as a fare-paying passenger by train, bus, tram or licensed taxi an assault in the street. 	
<p>Section 9 Personal liability and liability as occupier of your home</p> <p>a. Personal liability</p> <p>We will insure you up to the policy limit as shown in your latest schedule should you become personally legally liable to pay for accidents that are not connected with you owning or occupying your home.</p> <p>These accidents must result in:</p> <ul style="list-style-type: none"> bodily injury to or illness of any person (but not any member of your household or your employees); or loss of or damage to property. <p>In the same way as you are insured, we will also insure each member of your family who permanently lives with you. Each will be insured for all sums which they become legally liable to pay for accidents happening in, around, and away from your home.</p> <p>b. Your liability as occupier of your home</p> <p>We will insure you as the occupier (but not as the owner) of your home for all sums which you become legally liable to pay for accidents happening in and around your home.</p> <p>These accidents must result in:</p> <ul style="list-style-type: none"> bodily injury to or illness of any person (but not any member of your household or your employees); or loss of or damage to property. <p>We will pay up to the policy limit as shown in your latest schedule. This is the total amount we will pay under Sections 7 and 8 of Part A and Section 9 of Part B of your policy added together.</p>	<p>Loss or damage to property which belongs to or is in the care of:</p> <ul style="list-style-type: none"> your household any other person who permanently lives with you any person employed by members of your household. <p>Liability which happens because you occupy any land or building which is not one of the following:</p> <ul style="list-style-type: none"> your home any private house which you, or a member of your family living permanently with you is temporarily living in; or any previous home which you occupied immediately before it was disposed of or sold and which you may be liable for under the Defective Premises Act 1972. <p>Liability which happens because of your trade, profession or employment or that of any member of your household.</p> <p>Liability which happens because you own, possess or use the following:</p> <ul style="list-style-type: none"> animals – however, you are insured for domestic dogs, (except those named in Section 1 (1) of the Dangerous Dogs Act 1991 or any amending legislation), domestic cats and horses used for private hunting firearms – however, you are insured for shotguns or airguns which you can legally own without possessing a firearms certificate.

<p>This is for all claims made against you or any member of your household as a result of any one incident.</p> <p>We will also pay extra costs, expenses and legal fees necessarily incurred with our written consent.</p>	<p>Exclusions:</p> <p>Liability which happens because you own, possess or use the following:</p> <ul style="list-style-type: none"> • motor vehicles • mechanically propelled aircraft or watercraft. However, you are insured for toys or models. <p>Liability if you or any member of your household passes on any disease or virus.</p> <p>Liability as a result of any agreement or contract unless you were liable before you made the contract.</p>
<p>Section 10 Domestic staff – your liability as their employer</p> <p>We will pay up to the policy limit as shown in your latest schedule for all sums which you become legally liable to pay following accidental bodily injury, illness or disease of any person who you employ as domestic staff and is under a contract of employment with you.</p> <p>In the same way as you are insured, we will also insure any member of your family who permanently lives with you and who employs domestic help. We will also pay extra costs, expenses and legal fees necessarily incurred with our written consent.</p> <p>The loss, damage, injury, illness, or disease must have been caused during the period of insurance and by the work they are employed to do. The work can be anywhere within the United Kingdom or while travelling with you on temporary visits overseas.</p>	

<p>Section 11 Liability as a tenant</p> <p>We will pay up to the policy limit as shown in your latest schedule for damage to your home caused by the following, if you have a tenancy agreement which says you are responsible for it.</p> <ul style="list-style-type: none"> • fire, explosion, lightning or earthquake, storm or flood, or oil or water escaping from any fixed water or heating equipment, washing machine or dishwasher • theft or attempted theft if violence was used to get into or out of your home • any aerial collapsing or breaking • accidental damage to: <ol style="list-style-type: none"> a) service pipes, cables, drain inspection covers, septic tanks and cesspits b) all fixed glass and sanitary fittings c) internal decorations. 	<p>Exclusions:</p> <ul style="list-style-type: none"> • any special exclusion listed in Sections 1,2 and 3 of Part A of this policy • the cost of maintenance and normal redecoration • your liability for any loss or damage which happens as soon as your home becomes unoccupied or not in our reasonable opinion sufficiently furnished well enough for anyone to live in.
<p>Section 12 Deeds and documents</p> <p>We will pay up to the policy limit as shown in your latest schedule for the cost incurred in preparing new title deeds to your home following loss or damage by any cause insured by Section 1.</p>	
<p>Section 13 Seasonal increase</p> <p>During the period of the 1st December to 15th January and if within the period of insurance shown in the schedule, the sums insured are increased by 15%.</p> <p>Wedding gifts</p> <p>During the four weeks before and the four weeks after the wedding day of you or any member of your family and if within the period of insurance shown in the schedule, the sums insured are increased by 10%.</p> <p>Births</p> <p>During the four weeks before and the four weeks after the birth of your new born child the sums insured, if within the period of insurance shown in the schedule, are increased by 10%.</p>	

<p>Section 14 Credit, debit, charge, cheque or cash cards</p> <p>We will insure your household up to the policy limit, as shown in your latest schedule, for all sums which they must pay under the terms of any credit, debit, charge, cheque or cash card which is only used for domestic purposes and which is lost and then used by an unauthorised person in the United Kingdom, the Republic of Ireland or Europe.</p>	<p>Exclusions:</p> <ol style="list-style-type: none"> 1. Liability resulting from a lost card which you did not report to the police and the organisation which gave you the card, within 24 hours of discovering you had lost it. 2. Liability which happens if you break the terms and conditions of the organisation which gave you the card. 3. Liability if anyone related to you uses your card fraudulently. 4. Liability more specifically insured under any other policy.
<p>Section 15 Visitors' effects</p> <p>We will pay up to the policy limit, as shown in your latest schedule, if your visitors' effects are lost or damaged as described in Section 1 Part B 1-14.</p>	
<p>Section 16 Freezer and refrigerator contents</p> <p>We will pay up to the policy limit, as shown in your latest schedule, if the contents of your freezer or refrigerator are spoiled by:</p> <ul style="list-style-type: none"> • the accidental failure of the freezing unit • fumes from your freezer or refrigerator; or • accidental failure or the electricity or gas supply not caused by the deliberate act of the supplier. 	<p>We will not pay for the following:</p> <ol style="list-style-type: none"> 1. Loss or damage caused by: <ul style="list-style-type: none"> • vermin, insects (unless they cause failure of the freezing unit, or the electricity or gas supply), or mildew • any process of cleaning, repair or alteration • freezers or refrigerators breaking down if they are more than ten years old. 2. Loss or damage to: <ul style="list-style-type: none"> • the contents of freezers or refrigerators not in a building forming part of your home • any item held totally or partly for business purposes or in connection with any employment • the contents of freezers or refrigerators where the plug has been accidentally removed or the appliance has been switched off in error • the contents of freezers or refrigerators if the house is unfurnished or unoccupied.

<p>Section 17 Home entertainment equipment</p> <p>We will pay for damage to television sets, video, audio and computer equipment while in the home.</p>	<p>Exclusions:</p> <ul style="list-style-type: none"> • loss or damage to records, discs, tapes or cassettes • loss or damage if your house is unfurnished or unoccupied • loss or damage excluded elsewhere in Section 1 Part B of this policy.
<p>Section 18 Household removal</p> <p>We will pay for accidental loss or damage to the contents occurring during permanent removal by professional removal contractors from your home to any other private dwelling within the British Isles.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • money or valuables • loss or damage to fragile items when you move home unless they have been packed by professional packers • loss or damage whilst in a furniture store, saleroom or exhibition.

Making a claim

It is important that you read the general conditions and exclusions which apply to the whole policy.

We will not pay the combined amount of contents excesses which apply for Part B of your policy as shown in your latest schedule.

If your contents are lost or damaged in any of the circumstances explained in Part B Sections 1-18 of your policy, we can choose to;

- pay the cost of repairs;
or
- arrange for repairs;
or
- give you an equivalent replacement;
or
- pay you cash based on the cost of an equivalent replacement, with an amount taken off for wear and tear if you are claiming for clothing, linen and pedal cycles.

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

If at the time of loss or damage, the amount insured for household goods and/or high risk items is less than the cost of replacing them as new, (with a deduction for clothing, linen and pedal cycles) we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount Insured}}{\text{Total Replacement Cost}}$$

The most we will pay under this section:

- For household goods we will pay up to the amount insured as shown in your latest schedule for 'household goods'.
- For high risk items we will pay up to the amount insured as shown in your latest schedule for 'high risk items'.
- For loss or damage caused by theft or attempted theft from your domestic out-buildings or garages we will pay up to the policy limit, as shown in your latest schedule.
- For money we will pay up to the policy limit as shown in your latest schedule.
- For any one pedal cycle, including accessories, we will pay up to the policy limit as shown in your latest schedule (unless a different amount is specified in your schedule).
- For home entertainment equipment we will pay up to the amount insured as shown in your latest schedule for 'high risk items'.

Personal possessions cover away from the home

This section of your policy only applies if you have chosen to insure your Personal Possessions and this appears in your latest schedule.

It is important that you read the general conditions and exclusions which apply to the whole policy.

Personal possessions cover away from the home

Section 1

This section provides cover if your personal possessions are accidentally lost, damaged or stolen while they are:

- temporarily removed to anywhere within the United Kingdom
- temporarily removed to anywhere in the rest of the world up to 60 consecutive days.

The exclusions that apply:

Exclusions:

- Any loss or damage which is excluded elsewhere in Part B of this policy.
- Any loss or damage more specifically insured in Part B of this policy.
- Loss or damage to the following:
 - motor vehicles, caravans, trailers, boats, canoes, personal watercraft, surfboards, sailboards, hovercraft, aircraft, gliders, and any parts and accessories which are designed to be used with any of these
 - living creatures
 - items which do not belong to your household and which they are not legally responsible for
 - any item owned or used totally or partly for business purposes or connected with any employment (except property defined as office equipment)
 - any item more specifically insured by this or any other policy
 - contact lenses, unless specified in your latest schedule; or
 - parachutes and sub-aqua equipment and sports equipment, while they are being used
 - items held by customs or other officials

Exclusions:

- loss or damage to tyres or accessories unless the pedal cycle is lost or damaged at the same time
- loss or damage to the pedal cycle while being used for racing, pacemaking or trials
- loss or damage to pedal cycles more specifically insured by any other policy
- theft by deception
- confiscation or detention by customs or other officials
- loss or damage to any pedal cycle which is left unattended away from the home, unless locked to a fixed object
- loss or damage caused by theft or attempted theft from road vehicles, unless the item(s) was contained in a locked boot.

Section 2 Credit, debit, charge, cheque or cash cards

We will insure your household up to the policy limit as shown in your latest schedule for all sums which they must pay under the terms of any credit, debit, charge, cheque or cash card which is only used for domestic purposes and which is lost and then used by an unauthorised person in the United Kingdom, the Republic of Ireland or Europe.

- Liability resulting from a lost card which you did not report to the police, and the organisation which gave you the card, within 24 hours of discovering you had lost it.
- Liability which happens if you break the terms and conditions of the organisation which gave you the card.
- Liability if anyone related to you uses your card fraudulently.
- Liability more specifically insured under any other policy.

Making a claim

It is important that you read the general conditions and exclusions which apply to the whole policy.

We will not pay for the combined amount of any excess for contents as described in your latest schedule.

If your personal possessions are lost or damaged in any of the circumstances explained in Part C, Sections 1 and 2 of your policy, we can choose to;

- pay the cost of repairs;
 - or
- arrange for repairs;
 - or
- give you an equivalent replacement;
 - or
- pay you cash based on the cost of an equivalent replacement, with an amount taken off for wear and tear if you are claiming for clothing, linen and pedal cycles.

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

If at the time of loss or damage, the amount insured for personal possessions is less than the cost of replacing them as new, (with a deduction for clothing, linen and pedal cycles) we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount Insured}}{\text{Total Replacement Cost}}$$

The most we will pay under this section:

- For any single item, (excluding pedal cycles) not specified in your latest schedule - £1500.
- For any one pedal cycle (including accessories) we will pay up to the policy limit as shown in your latest schedule unless the pedal cycle is a specified item.
- The maximum amount insured as shown in your latest schedule for personal possessions cover.
- For money we will pay up to the policy limit as shown in your latest schedule.

Specified items

This section of the policy only applies if you have chosen to insure Specified Items and this appears in your latest schedule.

It is important that you read the general conditions and exclusions which apply to the whole policy.

Section 1

This section provides cover if your Specified Items are accidentally lost, stolen or damaged while they are:

- temporarily removed within the United Kingdom
- temporarily removed to anywhere in the rest of the world for up to 60 consecutive days
- in your house.

The exclusions that apply:

Exclusions:

1. Loss or damage excluded elsewhere in Part B or C of this policy.
2. Any loss or damage more specifically insured in Part B or C of this policy.

Making a claim

It is important that you read the general conditions and exclusions which apply to the whole policy.

We will not pay for the combined amount of any excess for contents as described in your latest schedule.

If your Specified Items are lost or damaged in any of the circumstances explained in Part D of your policy, we can choose to;

- pay the cost of repairs;
or
- arrange for repairs;
or
- give you an equivalent replacement;
or
- pay you cash based on the cost of an equivalent replacement, with an amount taken off for wear and tear if you are claiming for clothing, linen and pedal cycles.

If at the time of loss or damage, the amount insured for a specified item(s) is less than the cost of replacing them as new, (with a deduction for clothing, linen and pedal cycles) we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount Insured}}{\text{Total Replacement Cost}}$$

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

The most we will pay under this section:

- For Specified Items in your latest schedule we will pay up to the amount insured for that item.

General exclusions which apply to sections A to D

War risks

This policy does not insure any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military force.

Sonic booms

This policy does not insure damage caused by pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

Radioactive contamination

This policy does not insure loss of or damage to any property or any consequential loss or any legal liability caused by any of the following:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any waste resulting from nuclear fuel burning or exploding; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear installation or equipment or part of it.

Consequential loss

This policy does not insure consequential loss of any kind incurred by your household.

Pollution or contamination

This policy does not insure any loss, damage or liability arising from pollution or contamination unless it is caused by:

- a sudden, unexpected and unidentifiable accident
- leakage of oil from any fixed heating installation or from any domestic appliance in your home.

Deliberate acts

This policy does not insure any loss or damage caused by acts which you or adult members of your household do on purpose.

Confiscation

This policy does not insure any loss or damage caused by items being confiscated or legally taken by customs officers or other officials.

Terrorism

Any loss or damage to property, legal liability and/or consequential loss directly or indirectly caused by terrorism is not covered.

Terrorism is defined as the use of biological, chemical and/or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put the public or any section of the public in fear.

Other exclusions

This policy does not insure loss of or damage arising from or consisting of the following:

- wear and tear or loss of value over time
- faulty workmanship, design or materials
- reduced value after it has been repaired or replaced
- a gradual operating cause
- the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date, or to continue to function correctly beyond that date. This shall not exclude any resulting loss or damage otherwise insured by this policy
- loss or corruption of computer software or data caused by computer viruses, malfunction, user error or where no adequate back-up copies have been kept
- damage of any item owned or used totally or partly for business purposes or connected with any employment (except property defined as office equipment).

General conditions which apply to sections A to D

Making a claim

You must tell us as soon as possible about any event which may result in a claim under this policy.

Do not admit responsibility or make an offer or promise to pay a claim against you without our permission in writing.

Tell the police as soon as possible about:

- all incidents of accidental loss, theft, attempted theft or vandalism, loss, damage or injury caused by malicious people.

We can do the following:

- Defend or settle any legal action in your name, or in the name of any other person insured by this policy.
- Recover any payment we make under the policy to anyone else at our own expense and for our own benefit and we can do it in your name, or in the name of any other person insured by this policy.
- Ask you and any other person insured by this policy for all the information and help we need.

Your duty of care

You must keep your property in a good state of repair. An insurance policy does not cover the cost of maintaining your property.

You must do all that you reasonably can to prevent accidents, loss or damage.

Salvage

We can enter any building where there has been loss or damage and deal with any salvage in a reasonable manner. However, you cannot just abandon property for us to deal with.

Insuring buildings and items properly

You must make sure that at all times the buildings sum insured represents the full cost of rebuilding your home to the same specification, including demolition costs and architect's and surveyor's fees. In all other cases the sum insured should be enough to replace all of the insured items as new with an amount taken off for wear and tear on items of clothing, linen and for pedal cycles.

Telling us about a change

You must tell us as soon as possible about any change in the information you give us if it will affect this policy. If you do not, your policy may not be valid or you may not be properly covered. We may charge an administration fee. This fee may change from time to time. We will tell you what the current fee is if you ask us. We can change the terms of your policy at any time if we find out about something that you should have told us about which may affect the cover provided by your policy.

Sending us required information

You must send us every writ, summons, legal document or other letter about the claim as soon as you get it.

Dishonest claims

We will not pay any claim made under this policy if you or anyone acting for you knows it is dishonest or exaggerated in any way. If this happens, we will also cancel all cover immediately and are entitled to tell the police of any such dishonest claim.

Disagreement over amount of claim

If we have accepted a claim but there is a disagreement over the amount to be paid, an arbitrator will be appointed in line with current law. When this happens, the arbitrator must decide on an award before proceedings are started against us.

Other insurances

If you make a claim under this policy and you were covered for the same loss, damage, or liability by any other insurance, we will only pay our share of the claim.

Cancelling your policy

- a) We can cancel your policy by sending you seven days notice in writing to your last known address.
- b) You can cancel your policy by giving us seven days notice.
- c) If you are paying your premium in instalments and you miss a payment, we will cancel your policy. We will give you seven days notice before we do this as set out in paragraph (a) above. You will still have to pay any outstanding premium and any administration fees due to us and we may take any outstanding premium and any administration fees due to us from any claim payment we make to you.

After you or we cancel your policy, we will refund your premium as follows:

- If you cancel your policy before the first renewal date, we will refund your premium less £25.00 administration fee to take account our costs in providing your policy. This fee may change from time to time. We will tell you the current fee if you ask us. If the premium and administration fee due when you cancel your policy is more than the amount you have paid, you must pay us the difference.
- If we cancel your policy at any time or you cancel it after the first renewal date, we will refund the part of the premium not yet used and an administration fee of £6.00. This fee may change from time to time. We will tell you the current fee if you ask us. If the premium and administration fee due when you cancel your policy is more than the amount you have paid, you must pay us the difference.
- No refund of premium will be made if you have made a claim, or if one has been made against you, during the current period of cover.
- We will not refund premiums for policies taken out to provide less than a year's cover.

Family legal protection

The esure family legal protection policy is underwritten by DAS Legal Expenses Insurance Company Limited. A member of the General Insurance Standards Council.

This section of your policy applies if selected in your schedule. We agree to provide the insurance in Part E of the policy, subject to the terms, conditions and exclusions as long as:

- the date of occurrence of the insured incident happens during the period of cover and within the territorial limit; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- in civil claims it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence.

For all insured incidents we will help in appealing or defending an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay any cost and expenses for appeals, we must agree that it is more likely than not that the appeal will be successful.

If an appointed representative is used, we will pay the costs and expenses incurred for this.

The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the amount insured in your latest schedule.

Meaning of words and terms used in this part of your policy:

we, us, our

DAS Legal Expenses Insurance Company Limited.

insured person

You, and members of your family who always live with you. Anyone claiming under Part E of this policy must have your agreement to claim.

appointed representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for an insured person in accordance with the terms of Part E of the policy.

date of occurrence

- a) For civil cases (except under insured incident 5 Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.
- b) For criminal cases, the date of occurrence is when the insured person began or is alleged to have begun to break the criminal law in question.
- c) For full enquiries, the date of occurrence is when the Inland Revenue first notifies in writing the intention to make enquiries.

full enquiry

- d) An extensive examination by the Inland Revenue which considers all aspects of the insured person's tax affairs, but not enquiries which are limited to one or more specific aspects of the insured person's self-assessment tax return.

costs and expenses

- a) Legal Costs – All reasonable and necessary costs chargeable by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.
- b) Accountant's Costs – A reasonable amount in respect of all costs reasonably incurred by the appointed representative.

territorial limit

For insured incidents 2. Contract Disputes and 3. Bodily Injury: the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

For all other insured incidents: The United Kingdom.

Insured incidents we will cover	Exclusions:
<p>1. Employment disputes</p> <p>We will negotiate for the insured person's legal rights in a dispute arising from their contract of employment for their work as an employee.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> disciplinary hearing or internal grievance procedures; or any claim relating solely to personal injury.
<p>2. Contract disputes</p> <p>We will negotiate for the following:</p> <ol style="list-style-type: none"> The insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which the insured person has entered into for: <ul style="list-style-type: none"> the buying or hiring in of any goods or services; or the selling of any goods. Your legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which you have entered into for the buying or selling of your principal home. <p>PROVIDED THAT</p> <ol style="list-style-type: none"> The insured person has entered into the agreement or alleged agreement during the period of cover. The amount in dispute is more than £100. 	<p>What is not covered under contract disputes</p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> a contract regarding the insured person's trade, profession, employment or any business venture construction work on any land, or designing, converting or extending any building where the contract value exceeds £5000 (including VAT) a contract involving a motor vehicle the settlement payable under an insurance policy (we will negotiate if the insured person's insurer refuses the insured person's claim, but not for a dispute over the amount of the claim) a dispute arising from any loan, mortgage, pension, investment or borrowing.
<p>3. Bodily injury</p> <p>We will negotiate for the insured person's legal rights after an event which causes the death of, or bodily injury to, an insured person.</p>	<p>What is not covered under bodily injury</p> <ul style="list-style-type: none"> any claim in relation to an illness or bodily injury which happens gradually or is not caused by a specific or sudden accident. defending an insured person's legal rights, but defending a counter-claim is covered.

Insured incidents we will cover	Exclusions:
<p>4. Property protection</p> <p>We will:</p> <ol style="list-style-type: none"> negotiate for the insured person's legal rights in a civil action; and/or arrange mediation; <p>for a dispute relating to material property (including the insured person's principal home) which is owned by the insured person, or for which the insured person is responsible, following:</p> <ol style="list-style-type: none"> An event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or A legal nuisance (meaning unlawful interference with an insured person's use or enjoyment of their home, or some right over, or in connection with it); or A trespass. 	<p>What is not covered under property protection</p> <p>a) Any claim relating to the following:</p> <ul style="list-style-type: none"> a contract entered into by an insured person any building or land other than your principal home someone legally taking your principal home from you, whether you are offered money or not, or restrictions or controls placed on your principal home by any government or public or local authority unless the claim is for accidental physical damage. work done by 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 an insured person mining subsidence. <p>b) defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.</p> <p>c) the first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.</p>
<p>5. Tax protection</p> <p>We will negotiate for an insured person and represent them in any appeal proceeding, in the event of a full enquiry into their personal tax affairs.</p>	<p>What is not covered under tax protection</p> <ul style="list-style-type: none"> the tax affairs of a company, or any claim if the insured person is self-employed, a sole-trader, or in business partnership. an investigation by the Special Compliance Office.

Insured incidents we will cover	Exclusions:
<p>6. Jury service</p> <p>We will pay the insured person's salary or wages for the time that the insured person is off work while attending jury service for each half or whole day of such attendance as far as they are not recoverable from the court or the insured person's employer.</p> <p>The amount we will pay is based on the following:</p> <p>a) The time the insured person is off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is eight hours.</p> <p>b) If the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages.</p> <p>c) If the insured person works part-time, the salary or wages will be a proportion of the insured person's salary or wages.</p>	
<p>7. Legal defence</p> <p>We will defend the insured person's legal rights if an event arising from the insured person's work as an employee leads to:</p> <p>the insured person being prosecuted in a court of criminal jurisdiction; or</p> <p>civil action being taken against the insured person under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion; or</p> <p>civil action being taken against the insured person under section 13 of the Data Protection Act 1998.</p>	<p>What is not covered under legal defence</p> <ul style="list-style-type: none"> • parking offences. • the driving of a motor vehicle by the insured person for which the insured person does not have valid motor insurance.

Insured incidents we will cover	Exclusions:
<p>7. Legal defence cont.</p> <p>We will defend the insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.</p>	
	<p>General exclusions:</p> <ul style="list-style-type: none"> • Any claim reported to us more than 180 days after the insured person should have known about the insured incident. • Any incident or matter arising before the start of Part E of this policy. • Any costs and expenses incurred before our written acceptance of a claim. • Fines, penalties, compensation or damages which the insured person is ordered to pay by a court or other authority. • Any insured incident intentionally brought about by an insured person. • Any claim relating to an insured persons' alleged dishonesty or alleged violent behaviour. • Any claim relating to written or verbal remarks which damage an insured persons' reputation. • A dispute with us or esure not otherwise dealt with under condition 7. • An application for Judicial Review. • Any legal action an insured person takes which we or the appointed representative have not agreed to, or where an insured person does anything that hinders us or the appointed representative. • Any claim relating to a lease of less than eight years, or a licence or tenancy of land or buildings. However, we do cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.

Conditions which apply to Part E family legal protection

1. An insured person must:
 - Keep to the terms and conditions of Part E of this policy.
 - Take reasonable steps to keep any amount we have to pay as low as possible.
 - Try to prevent anything happening that may cause a claim.
 - Send everything we ask for in writing.
 - Give us full details in writing of any claims as soon as possible and give us any information we need.
2.
 - We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time.
 - We can negotiate any claim on behalf of an insured person.
 - An insured person is free to choose an appointed representative (by sending us a suitably qualified person's name and address) if:
 - a) we agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - b) there is a conflict of interest.We may choose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of appointed representative in these circumstances, the insured person may choose another suitably qualified person.

In all circumstances except those in b) above, we are free to choose an appointed representative. An appointed representative will be appointed by us and represent an insured person according to our standard terms of appointment. The appointed representative must co-operate fully with us at all times.
 - We will have direct contact with the appointed representative.
 - An insured person must co-operate fully with us and the appointed representative and must keep us up to date with the progress of the claim.
 - An insured person must give the appointed representative any instructions that we require.
3.
 - An insured person must tell us if anyone offers to settle a claim.
 - If any insured person does not accept a reasonable offer to settle a claim, we may refuse to pay any further costs and expenses.
 - We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4.
 - An insured person must tell the appointed representative to have costs and expenses taxed, assessed or audited, if we ask for this.
 - An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.

5. If an appointed representative refuses to continue acting for an insured person or if an insured person dismisses an appointed representative, the cover we provide will end at once, unless we agree to appoint another appointed representative.
6. If an insured person settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to an appointed representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses paid by us.
7. If we and an insured person disagree about the choice of appointed representative, or about the handling of a claim, we and the insured person can choose another suitably qualified person to decide the matter. We and the insured person must both agree to the choice of this person in writing. Failing this, we will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose choice is rejected.
8. We may, at our discretion, require you to obtain at your expense, an opinion from a barrister chosen by you and us, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by us.
9. We can cancel Part E of this policy at any time as long as we tell the insured person at least 21 days beforehand. The insured person can cancel Part E of this policy at any time as long as the insured person tells us at least 21 days beforehand.
10. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if Part E of this policy did not exist.
11. Part E of this policy will be governed by English Law.
12. All Acts of Parliament mentioned in Part E of this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Counselling service

This service provides confidential counselling over the phone, including where appropriate, onward referral to relevant voluntary and/or professional services (at the insured person's expense).

Counsellors will deal with an insured person presenting issues over the telephone on an immediate basis. The service will provide assistance on all matters which affect the insured person's capability to lead a balanced, stable and productive life, covering such issues as relationship difficulties, debt counselling, bereavement, drug abuse and post trauma counselling following critical incidents such as accidents, redundancy, burglary etc. DAS is a corporate member of the British Association of Counselling (BAC) and all counsellors will adhere to the Code of Ethics and practice as laid down by this Association.

To contact the Counselling Service please telephone 0845 601 7070. Lines are open 24 hours a day, 7 days a week.

Health & medical information service

This service provides information on health and fitness matters and non-diagnostic advice on medical matters. Advice can be given on allergies, side effects of drugs and how to improve general fitness. Information is held on self-help groups and hospital waiting lists. Confidential advice on patient rights, social security and social services matters can also be given.

To contact the Health and Medical Information Service please telephone 0845 601 7070. Lines are open 24 hours a day, 7 days a week.

DAS and/or esure will not accept responsibility if the helpline services fail for reasons beyond their control. Please do not phone the helpline services to report a general insurance claim.

These calls are not recorded.

Home emergency

This section of your policy applies if selected in your schedule. We agree to provide the insurance in Part F of the policy, subject to the terms, conditions and exclusions.

Meaning of words and terms

we, us, our

DAS Legal Expenses Insurance Company Limited.

insured person

You and members of your family who always live with you. Anyone claiming under Part F of this policy must have your agreement to claim.

home emergency

A sudden unforeseen event which requires immediate corrective action to:

- prevent damage or further damage to your home; or
- to make your home safe or secure; or
- alleviate unreasonable discomfort, risk or difficulty to any insured person.

period of cover

The period for which we have agreed to cover you.

main heating system

The main hot water or central heating system in your home. This does not include any non-domestic heating or hot water systems or any form of solar heating.

Insured incidents we will cover

We will pay up to £500 (incl.VAT) for:

- the call-out charge and up to 2 hours labour costs; and
- parts and materials to a maximum of £100 including VAT ;

in providing assistance if a home emergency has occurred during the period of cover due to one or more of the following:

Roof damage

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

Plumbing and drainage

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

Main heating system

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

Domestic power supply

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

Toilet unit

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

Home security

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

Lost keys

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

Exclusions:

- Any event or matter arising before the start of the policy.
- Any normal day-to-day home maintenance which you should carry out or pay for (such as servicing of heating or hot water systems) and 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.
- Any claim where you have left your home unoccupied for 30 consecutive days.
- Any claim arising from an insured person's failure to comply with our instructions in respect of the assistance being provided.
- Any costs incurred before an insured person has notified us of a home emergency.
- Claims arising from any wilful or negligent act or omission by an insured person.
- Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
- Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
- The malfunction or blockage of septic tanks, cesspits or fuel tanks.
- Damage incurred in gaining necessary access to, or in reinstating the fabric of your home.

Exclusions (cont):

- Any costs or expenses arising out of subsidence, landslip or heave.
- Any properties that you own that are not your main residence or that you rent or let.
- Damage to boundary walls, gates, hedges or fences and any damage to garages or out-buildings.
- Any claim related to your failure to purchase or provide sufficient gas, electricity or other fuel source.
- Any costs incurred where our approved contractor has attended but your home was unoccupied.
- Home emergencies caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear part of it
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
 - pollution or contamination of any kind.

Conditions which apply to Part F Home Emergency

- An insured person must keep to the terms and conditions of this policy.
- 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, and take all reasonable steps to avoid or minimise any claim.
- We can cancel this home emergency policy at any time as long as we tell you at least 21 days beforehand.
You can cancel this home emergency policy at any time as long as you tell us at least 21 days beforehand.
- 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 be responsible for any consequential loss in connection with the home emergency, however it is caused.
- We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- This home emergency policy will be governed by English law.

Complaints procedures

We always aim to give you first class cover and a service that is second to none. There may, however, be occasions where you feel we have not met your expectations. If this happens we will do our best to resolve any problems for you.

In the first instance, please call our Customer Services Department on 0845 601 7074.

If we are unable to resolve the matter to your satisfaction, please write to:

The Customer Relations Manager, esure, The Observatory, Reigate, Surrey RH2 0SG.

As a final measure please write to Peter Graham, our Chief Executive, at the Reigate address.

Our complaints procedure

We will acknowledge all complaints within 24 hours or if this is not possible, no later than five working days after receiving the complaint at our offices. We will then provide you with the name and job title of the person handling your complaint.

We will investigate and attempt to resolve your complaint as soon as possible, but in the unlikely event that we have not completed the investigation, we will contact you within four weeks of your complaint to advise you of our progress. If after eight weeks we have still not provided you with a resolution to your complaint, or if the matter cannot be resolved satisfactorily, you have the right to refer your complaint to the Financial Ombudsman Service (FOS).

esure Insurance Limited is a member of the Financial Ombudsman Service. If you are dissatisfied, you can ask the Financial Ombudsman Service to review your case. Its address is:

Financial Ombudsman Service, South Quay Plaza 2,
183 Marsh Wall, London E14 9SR
Telephone: 0845 080 1800 www.financial-ombudsman.org.uk

The FOS will handle most complaints you might have, but there are some instances that fall outside of their authority. The Ombudsman's decision is binding upon us, but you are free to reject it without affecting your legal rights.

We are members of the Association of British Insurers and you can contact this organisation by writing to the Consumer Information Department at: Association of British Insurers, 51 Gresham Street, London EC2V 7HQ.
Telephone: 020 7600 3333 www.abi.org.uk

We are also a member of the General Insurance Standards Council. You can contact GISC at:
General Insurance Standards Council, 110 Cannon Street, London EC4N 6EU.
Telephone: 020 7648 7810 Fax: 020 7648 7808 www.gisc.co.uk

Important information

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 insured under your policy.

Fraud prevention and detection

To keep our premiums as low as possible we participate in a number of insurance industry initiatives to prevent and detect crime. As a valued customer, we think you'll appreciate the steps we are taking to provide the best home insurance cover.

To prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police.
- Check and/or file your details with fraud prevention agencies and databases and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also use and search these agencies and databases to:
 - help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies; or
 - check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

Claims

Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident, we will pass information relating to it to a database.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

If you make a claim, we may need to give information about you and your policy to other people such as suppliers, investigators and loss adjusters. They will only use the information to help us with your claim.

Information on products and services

The information you have provided to us will be held and used by us and our agents to provide the insurance services you asked for and may be used by us for statistical analysis. We may share information with other Halifax and Bank of Scotland group companies, where appropriate, and, unless you have chosen not to receive it, we, or they, may contact you by mail, email or telephone with details of special offers or information about our insurance products and related services. If you prefer not to receive this information, and you have not previously informed us, please write to the Data Protection Officer, esure, The Observatory, Reigate, Surrey, RH2 0SG or email us at DPO@esure.com.

You have the right to ask for a copy of the information we hold about you in our records. You will need to pay a small fee. You have the right to ask us to correct any inaccuracies in your information.

Automatic renewal for direct debit customers

If you pay your premium by direct debit, we may automatically renew your policy. We will notify you of our intention before your policy expires and give you details of the renewal terms. If you do not wish to renew your policy, you should tell us before the renewal date.

Calls may be monitored and recorded for security and service quality

Our complaint handling procedures meet the standards required by the Financial Services Authority. The procedures are set out on page 52. You can ask us for information about any part of this Important Information. esure Insurance Limited and esure Services Limited are part of the Halifax and Bank of Scotland group and are members of the General Insurance Standards Council.

Registered Office: The Observatory, Reigate, Surrey, RH2 0SG. Registered in England Nos. 3885534 and 2135610. www.esure.com email: info@esure.com