





Helpline Services

You can contact our UK-based call centre 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on your enquiry.

To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

To obtain:

Domestic help

We will arrange help or repairs needed if an **insured person** has a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

Domestic help - for this helpline service, you will be responsible for paying the costs for the help.

Eurolaw legal advice service

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

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

Tax advice service

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

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

The meaning of words in this section

- 1. We, us, our DAS Legal Expenses Insurance Company Limited.
- You, your the person who has taken out this section and any member of their family who
 always lives with them. This includes students temporarily living away from the home and
 unmarried partners. Anyone claiming under this policy must have the policyholder's agreement
 to claim.
- 3. **Period of insurance** the period for which we have agreed to cover you.

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

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

The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, Company number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. Registered No. 423113

Simply telephone 0344 893 9011 and quote HL/3634060

Please do not phone DAS to report a general insurance claim.

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PLEASE READ YOUR SCHEDULE CAREFULLY IN CONJUNCTION WITH THIS DOCUMENT TO ENSURE THE COVER MEETS YOUR REQUIREMENTS AND THAT IT IS FULLY UNDERSTOOD. IF IN ANY DOUBT, PLEASE CONTACT YOUR BROKER.

You are entitled to cancel this insurance by contacting Your Broker within 14 days of receiving these documents. Provided You have not made a claim We will refund the premium.

Who is Advent Insurance Services Limited?

Incorporated in 1998, **Advent** is an independent Underwriting Agency, authorised and regulated by the Financial Conduct Authority, Register No: 311694. The written authority (which number is shown in the **Schedule**) allows **Advent** to sign and issue this Policy on behalf of underwriters.

Who are the insurers?

This insurance is underwritten by the insurers named on Your Schedule.

The insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check their details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any cosubscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each insurer's proportionate liability will be provided upon request.

Financial Services Compensation Scheme

You may be entitled to Compensation from the Scheme if **We** cannot meet **Our** obligations to **You** under this contract. Information about the Compensation Scheme arrangements is available from the Financial Services Compensation Scheme, www.fscs.org.uk.

Notice to the Insured

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

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance or the handling of a claim, **You** should contact **Advent** or **Your Broker**.

Advent's contact details are:

Advent Insurance Services Limited, PO Box 16, Cheltenham, GL52 8WU

Tel. 01242 662749

If **You** are not satisfied and wish to make a complaint, please refer to **Your Schedule** for details of how to make a complaint, and to whom.

Your insurance

Your insurance Cover is a combination of

- the **Cover** wording in this insurance document
- the **Schedule** which will have been sent to **You** with this insurance document

Cover Sections in this document are only operative if stated on Your Schedule

The **Schedule** indicates

- the Cover Sections chosen
- the **Sums Insured**
- any special terms conditions or Endorsements which may apply to Your Cover
- a security warranty where appropriate
- Advent's address and telephone numbers

How to read Your insurance documents

The following applies to all Sections:

This is **Your** Select insurance document. It explains what is or is not covered, although **You** will have to refer to **Your Schedule** to see which **Cover Sections You** have selected and therefore which are operative in **Your** case.

We have designed this insurance document to help You understand the Cover provided.

To avoid repeating explanations, **We** use key words and phrases in order to explain the **Cover**. These will always appear in **bold** and with an initial capital letter so as to remind **You** of their importance. Their meanings are all shown on pages 6 and 7.

"What is covered"

This text is printed in black and gives detailed information on the **Cover** provided

"What is not covered"

This text is printed in blue, opposite **Cover** details to draw **Your** attention to what is not covered.

Pages 14 to 15 of this document will tell **You** how a claim would be dealt with and how it would be settled.

The General exclusions listed on pages 16 to 17, and printed in blue are exclusions which apply to all claims.

The General conditions, which appear on page 18 must be complied with for cover under the insurance to be operative.

Our contract with You

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You** subject to the terms and conditions contained in or **Endorsed** in this insurance against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown in the **Schedule**.

When drawing up this insurance **We** have relied on the information and statements which **You** have provided in the proposal form or Statement of Fact on the date shown in the **Schedule**.

The insurance relates only to those **Sections** of this insurance document which are shown in the **Schedule** as being included.

The insurance is for a period of 12 months. In addition to the premium there will be a charge for Insurance Premium Tax at the current rate plus an Administration Fee charged by **Advent**, as stated on **Your Schedule**.

Information and changes We need to know about

You must take all reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your insurance. Please tell Your Broker of any changes to the information You have given Us regarding Your insurance. (Contact Your Broker if You require a copy of Your Proposal Form or Statement of Fact and Schedule). You must also tell Your Broker immediately You become aware of any:

- unoccupancy of the **Home** that exceeds 90 consecutive days
- change in the type of tenant from that which appears on Your Schedule
- change in any type of business use of the **Buildings**
- conversions, extensions or any other structural work to the Buildings before work begins
- person insured by this insurance being declared bankrupt, charged with/convicted of arson or any criminal offence (other than motoring offences)
- change to the people insured, or to be insured
- change that may result in an amendment to the amounts insured or the limits that are shown in Your Schedule

If You are in any doubt, please contact Your Broker.

When **We** are notified of a change, **We** will tell **You** whether this affects **Your** insurance. For example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **Your** insurance. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within the insurance.

Important Notice:

Please note that if the information provided by You is not complete and accurate, We may:-

- cancel Your insurance and/or refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any Excess, or
- revise the extent of cover or terms of this insurance.

Contracts (Rights of Third Parties)

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Inflation protection

The **Sums Insured** for **Sections** 1 and 2 will be adjusted monthly in line with the appropriate Retail Prices Index. Where there has been an inflationary increase in the Retail Price Index **We** will increase the **Sums Insured**. No additional premium will be charged for these adjustments between the anniversary dates of **Your** insurance, but **Your** renewal premium will be calculated on the revised **Sums Insured**.

The **Sums Insured** for **Sections** 1 and 2 should be reviewed periodically by **You** because changes in the Retail Price Index may not be sufficient (for example where **You** are adding to the **Contents** of **Your Home** or extending **Your Buildings**).

Data Privacy Notice

Advent Insurance Services Ltd is the data controller of any personal information You provide to us or personal information that has been provided to us by a third party. Advent collects and processes information about You in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing Your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Advent may record telephone calls to help us monitor and improve the service we provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see our Privacy Policy at www.adventinsurance.co.uk. If **You** are providing personal data of another individual to us, **You** must tell them **You** are providing their information to us and show them a copy of this notice.

Cancellation of Your insurance

- a) You are entitled to cancel this insurance by contacting Your Broker within 14 days of either:
 - the date You receive Your insurance documentation; or
 - the start of the **Period of Insurance**

whichever is the later. Provided You have not made any claims, We will refund the premium.

- b) You can also cancel this insurance at any time by contacting Your Broker. Any return premium due to You will depend on how long this insurance has been in force and will be less Advent's Administration Fee stated on Your Schedule.
- c) We can cancel this insurance by giving You 14 days notice in writing by Post Office Recorded Delivery to Your last known address. Any return premium due to You will depend on how long this insurance has been in force and will be less Advent's Administration Fee stated on Your Schedule. We will only cancel this insurance or any part of it for a valid reason, such as:
 - non payment of premium
 - there is a change in risk occurring which **We** are unable to insure
 - non-cooperation or failure to supply any information or documentation **We** request
 - We establish that You have provided us with incorrect information
 - failure to take reasonable care of the property insured
 - You breach any terms and conditions of Your insurance

Where possible, We will try to seek an opportunity to resolve the matter with You.

Please note that upon cancellation of this insurance Your Broker may impose a charge. Please contact Your Broker for further information.

The meaning of key words

So as to avoid repeating explanations **We** use key words such as **Home** and **Garden** as well as frequently referring to **We** and **You** in order to explain the **Cover**. The following key words or phrases listed below in alphabetical order have the same meaning whenever they appear and will always be shown **bold** and with an initial capital letter so as to remind **You** of their importance.

Accidental Damage – damage caused by violent external means

Advent - Advent Insurance Services Ltd

Bodily Injury – bodily injury includes death or disease

Buildings – the main structure of the Home together with its domestic outbuildings private garages walls gates hedges fences railings paths steps drives patios terraces permanently installed swimming pools tennis courts cesspits septic tanks domestic central heating or oil/gas tanks and Landlord's Fixtures and Fittings all of which are situated within the boundaries of the land belonging to the Home. The main structure must be of Standard Construction unless agreed otherwise and noted on Your Schedule but the outbuildings need not. The Home must be primarily used for private purposes unless stated otherwise on Your Schedule

Cause – a cause of loss or damage listed at the beginning of Sections 1 and 2

Contents – furniture carpets furnishings household goods aerials and satellite dishes and their fittings or masts

Cover/Cover Sections/Sections – refers to those sections of this document which appear on the Schedule and which are operative in Your case

Domestic Employees – domestic staff, cleaner, gardener, caretaker, or any occasional employee undertaking repairs or decoration in connection with the **Buildings** covered by this insurance, and employed by **You**

Endorsement – a change to the terms and conditions of this insurance which appears on Your Schedule

Excess – the amount which You pay for any one incident under each Section of Your insurance and which is deducted from Your claim settlement. This amount may be stated on Your Schedule or in this insurance document

Flood – any case where land not normally covered by water becomes covered by water. It does not matter whether a Flood is caused by –

- heavy rainfall,
- a river or any other body of water overflowing or its banks being breached,
- a dam overflowing or being breached,
- tidal waters.
- groundwater,
- backing up of drains, including any part of a sewerage system,
- a change in the water table, or
- any combination of these factors,

but does not include an incident caused by a burst water main

Garden – open ground within the boundaries of the land belonging to the Home

Heave – upward or sideways movement of the ground beneath the **Buildings** as a result of the soil expanding

Home – each private dwelling named in the Schedule

Landlord's Fixtures and Fittings – built in furniture and domestic appliances and fixed wall floor and ceiling coverings (other than carpets)

Landslip - downward movement of sloping ground

Period of Insurance – the period starting and ending on those dates shown in Your Schedule

Proposal Form – the form signed by You containing material information relevant to Your Cover

Schedule – the document which details Cover Sections operative Your Sums Insured and specific details of Cover which apply to You

Settlement – downward movement as a result of the soil being compressed by the weight of the Buildings within ten years of construction

Standard Construction - built of brick stone or concrete and roofed with slates tiles or concrete

Subsidence – downward movement of the ground beneath the Buildings other than by Settlement

Sums Insured – the amount of Cover stated in Your Schedule for the Cover Section concerned

Unfurnished – without sufficient furniture and furnishings for normal living purposes

Unoccupied – not occupied by tenants

We/Us/Our - the insurers stated in Your Schedule

You/Your/the Insured – the person or persons named in the Schedule

Your Broker – the insurance broker who placed this business on **Your** behalf

Section 1 – Cover for Buildings

Your Schedule will show whether You have chosen this Section and the Sum Insured

The reinstatement value of the **Buildings** must not exceed the **Buildings Sum Insured** shown on **Your Schedule. We** will not pay more in total than the **Sum Insured** shown on **Your Schedule** for any one claim (less the **Excess**).

Buildings - Part A

Your Schedule will show whether You have Cover under Part A

What is covered	What is not covered
Your Buildings are insured against loss or damage by the following Causes:	The Excess stated on Your Schedule
Fire smoke explosion lightning earthquake	Loss or damage caused by smog, agricultural or industrial operations or any gradual process
Storm or Flood	Loss or damage caused a) by frost b) to fences gates hedges railings or tennis courts c) by wet or dry rot d) only by a change in the water table
Riot civil commotion strike labour and political disturbances malicious persons or vandals	Loss or damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the tenant or others lawfully on, in or about the premises
Escape of water or oil from any fixed water or heating installation or domestic appliance	Damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Home c) caused by wet or dry rot d) to the component or appliance from which the water or oil escapes e) caused by faulty or defective workmanship materials or design
Theft or attempted theft	Loss or damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the tenant or others lawfully on, in or about the Home
Impact involving a vehicle train or animal aircraft or aerial device or anything falling from them	Damage caused by domestic animals or pets, or insects or vermin
Falling trees or branches aerials satellite dishes their fittings or masts	a) The cost of removal of the tree or branch unless the main structure of the Home outbuilding or garage has been damaged at the same time b) Damage to fences gates hedges railings or tennis courts c) Loss or damage by trees being cut down or back d) Damage to the aerial satellite dish fittings or mast

What is covered	What is not covered
Subsidence or Heave of the site beneath the Buildings or Landslip	a) Damage 1) to walls gates hedges fences railings paths steps drives patios terraces swimming pools tennis courts cesspits septic tanks domestic central heating or oil/gas tanks unless the main structure of the Home outbuilding or garage is damaged at the same time 2) caused by coastal or river erosion 3) caused by bedding down of new structures or Settlement of newly made up ground 4) caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings b) Any claim for which compensation is provided by another source c) Damage to solid floor slabs or damage resulting from their movement unless the foundations
	beneath the load bearing walls supporting the main structure of the Home are damaged at the same time d) Damage resulting from 1) demolition or structural repairs or alterations to the Buildings 2) faulty workmanship defective design or the use of defective materials in the Buildings e) The first £1,000 of each claim unless stated otherwise on Your Schedule

What is covered	What is not covered
Loss of rent and alternative accommodation If the Home becomes uninhabitable as a result of damage covered under Part A of this Section We will pay: 1) the amount of rent which ceases to be payable to You 2) the reasonable additional expenses (over and above the amount of rent normally paid to You) of comparable alternative accommodation for tenants where You are legally liable under the tenancy agreement 3) Your reasonable cost of comparable alternative accommodation if You occupy the Home but only during the period that is necessary and reasonable for reinstatement of the Home to a habitable condition	Any payment in excess of 20% of the Sum Insured for any one claim
Repair of sewer We will pay the cost incurred in breaking into and repairing the pipe between the main sewer and Your Home following a blockage of the pipe which cannot be cleared by other methods	a) Any payment in excess of £1,000 for any one claimb) Wear and tear or any gradually operating cause
Underground pipes and cables Accidental Damage to underground services supplying the Home	Damage which You are not legally responsible to repair

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What is covered	What is not covered
Glass and sanitary ware Accidental breakage of 1) fixed glass in windows doors fanlights skylights solar panel units conservatories and verandas 2) fixed sanitary ware and bathroom fittings 3) ceramic hobs in built-in kitchen furniture	Loss or damage occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule
Removal of debris and building fees If there has been damage which is covered under Part A of this Section We will pay for 1) architects' surveyors' consulting engineers' legal and other fees which You have to pay to reinstate the Home 2) the cost of removal of debris	Any expenses for preparing a claim or an estimate of loss or damage.
Local authority requirements If there has been damage which is covered under Part A of this Section We will pay the extra cost of reinstatement or repair of the damaged part of the Buildings incurred solely to comply with any government or local authority requirement	Any payment where the requirement had been advised to You before the damage occurred
Water and heating installations Damage to any fixed domestic water or heating installation caused by freezing	Damage a) resulting from rusting corrosion or general wear and tear b) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule
Tracing and accessing leaks We will pay the reasonable cost of removing and then repairing replacing or reinstating any part of the Home when this is necessary to find the source of a water leak from any fixed water appliance pipe or tank that is causing damage to the Home	Any amount in excess of £5,000 for any one claim
Liability as owner of the Home We will pay any amount which You become legally liable to pay including costs and expenses incurred with Our consent in defence of a claim as damages for 1) Bodily Injury by accident 2) damage to property happening during the Period of Insurance and arising from ownership of the Buildings We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing If You die Your legal personal representatives will have the cover under this benefit for liability incurred by You for an event covered Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses	 a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims arising from one event b) Liability in respect of 1) Bodily Injury to any member of Your family or any person who at the time of sustaining such injury is in Your service 2) damage to property in Your care or in the care of any member of Your family or any person employed by You 3) any trade profession occupation business or employment other than the business of letting the Home 4) any contract which You or Your Domestic Employees have entered into unless legal liability would have attached anyway 5) the ownership possession or operation of (i) any vehicles or craft (ii) or use of any land or building not forming part of the Home and Garden (iii) any animal 6) You or Your Domestic Employees passing on any communicable disease 7) any deliberate or malicious act by You or Your Domestic Employees

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8) the Party Wall etc. Act 1996

What is covered

Liability to Domestic Employees

Any amount **You** become legally liable to pay as damages for **Bodily Injury** including death to any person under a contract of employment with **You** solely for private domestic duties arising out of and in the course of such person's employment by **You** and from the work they are employed to do in the premises stated in **Your Schedule**.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing

If You die Your legal personal representatives will have cover under this benefit for liability incurred by You for an event covered

Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses

What is not covered

- a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims arising from one event
- b) **Bodily Injury** arising from
 - 1) the use of any motorised vehicle
 - 2) any communicable disease
 - the **Domestic Employee** being carried in or upon any motor vehicle
 - 4) trees being cut down or back
 - 5) window cleaning, painting or similar operations carried out from cradles and/or hoists
 - demolition, erection or structural alteration of or addition to new or existing parts of the Buildings
 - 7) the provision of, erection of, dismantling of or work from scaffolding
 - 8) a dog type specified under Section 1 of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Island) Order 1991

Buildings - Part B - Accidental Damage option

Your Schedule will show whether You have chosen Cover under Part B

What is covered

Loss or Accidental Damage to the Buildings

What is not covered

- a) The Excess stated on Your Scheduleb) Anything stated under 'What is not covered' of
- Part A of this **Section** (pages 10 to 13)

 Anything specifically covered by another **Section** or Part of this insurance
- d) Loss or damage to outbuildings of non **Standard Construction**
- Loss or damage arising from
- wear or tear depreciation rust corrosion damp rot or gradually developing deterioration of any part of the **Buildings** atmospheric or climatic conditions frost or the action of light
- moths insects beetles parasites vermin fungus mildew
- structural alteration repair maintenance decoration restoration dismantling demolition renovation or breakdown, including that caused by a person You employ
- 4) any process of cleaning drying dyeing heating or washing
- 5) faulty design or workmanship or the use of faulty materials
- electrical or mechanical breakdown or derangement or use contrary to the manufacturer's instructions
- movement Settlement shrinkage or expansion
- 8) gradually operating causes
- 9) scratching or denting
- 10) domestic animals

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Section 2 – Cover for Landlord's Contents

Your Schedule will show whether You have chosen this Section and the Sum Insured

The value of the **Contents** must not exceed the **Contents Sum Insured** shown on **Your Schedule**. We will not pay more in total than the Sum Insured shown on Your Schedule for any one claim (less the Excess)

What is covered	What is not covered
Landlord's Contents provided that 1) they belong to You or You are legally responsible under a written agreement for them	Motor vehicles watercraft caravans and trailers. This does not apply to domestic gardening equipment
 they are primarily used for private purposes are contained within the Home they are provided by You for the use of Your tenant or the use or maintenance of the private 	b) Parts accessories tools fitted radios and cassette players designed or intended for items listed under a) above other than for domestic gardening equipment
residence	c) Plants trees and shrubs in the Gardend) Property more specifically insured by this or any
	other insurance
	e) Items owned by any tenant or any person othe than You
	f) Any payment in excess of £500 for an aerial or satellite dish
	g) Loss or damage to any aerial or satellite dish which is not securely mounted on the private roof or wall of the Home outbuildings or garage
	h) Contents in outbuildings garages or in the Garden
	 i) Any part of the structure decorations or permanent Landlord's Fixtures and Fittings
	j) Any living creature

Contents - Part A

Your Schedule will show whether You have Cover under Part A

What is covered	What is not covered
This Part covers loss or damage to Your Contents while they are in the Home as a direct result of the following Causes	The Excess stated on Your Schedule
Fire smoke explosion lightning earthquake	Loss or damage caused by smog, agricultural or industrial operations or any gradual process
Storm or Flood	Loss or damage caused only by a change in the water table
Riot civil commotion strike labour and political disturbances malicious persons or vandals	Loss or damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the tenant or others lawfully on, in or about the premises
Escape of water or oil from any fixed water or heating installation or domestic appliance	Loss or damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) to the component or appliance from which the water or oil escapes

What is covered	What is not covered
Theft or attempted theft	Loss or damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on You Schedule b) caused by the tenant or others lawfully on, in or about the Home
Subsidence or Heave of the site beneath the Buildings or Landslip	
Impact with the Buildings involving a vehicle train animal aircraft or aerial device or anything falling from them	Damage caused by domestic animals or pets, or insects or vermin
Falling trees or branches aerials satellite dishes their fittings or masts	Loss or damage by trees being cut down or back
Extra benefits included with Cont	ents Cover
What is covered	What is not covered
Mirrors and glass Accidental breakage while in the Home of 1) mirrors 2) glass tops and fixed glass in furniture 3) ceramic hobs and ceramic tops in free standing cookers	Loss or damage occurring when the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule
Liability to the public We will pay any amount which You become legally	a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims

We will pay any amount which You become legally liable to pay including costs and expenses incurred with Our consent in defence of a claim for damages as a result of

- 1) **Bodily Injury** by accident
- 2) damage to property

happening during the Period of Insurance and arising from ownership of the Landlord's **Contents**

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing

If **You** die **Your** legal personal representatives will have cover under this benefit for liability incurred by You for an event covered

Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses

- damages are payable for any claim or claims arising from one event
- b) Liability in respect of
 - Bodily Injury to any member of Your family or any person who at the time of sustaining such injury is in **Your** service
 - 2) damage to property in **Your** care or in the care of any member of **Your** family or any person employed by You
 - any trade profession occupation business or employment other than the business of letting the Home
 - 4) any contract which **You** or **Your Domestic Employees** have entered into unless legal
 - Employees have entered into unless legal liability would have attached anyway

 5) the ownership possession or operation of
 (i) any vehicles or craft
 (ii) or use of any land or building not forming part of the Home
 - (iii) any animal
 - 6) You or Your Domestic Employees passing on any communicable disease
 - 7) any deliberate or malicious act by You or **Your Domestic Employees**
 - 8) ownership of any Landlord's Contents not kept in the Home

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How to make a claim under Sections 1 and 2

You must refer all correspondence and telephone enquiries initially to **Advent** or **Your Broker**. Following an incident **You** can make a claim in the following ways:

- By contacting **Your Broker** who can give **You** additional help, advice and a claim form.
- By phoning **Advent** Claims on 01242 674674.
- By writing to Advent at: Claims, Advent Insurance Services Limited, PO Box 16, Cheltenham, GL52 8WU.
- By email to: claims@adventinsurance.co.uk

Claims conditions and procedures applicable to Sections 1 and 2

You should:

- check Your insurance document to see whether the Cause of the loss or damage is covered. Your Schedule will show which Sections are operative. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.
- 2. obtain estimates as soon as possible for repairing damaged property. Temporary repairs necessary to make **Your Home** weatherproof or secure can commence immediately but bills must be retained as the cost may form part of **Your** claim. **We** must be given an opportunity to arrange inspection of the damage before permanent repairs commence.

Your duties in the event of a claim or possible claim under this insurance:

- 1. You must notify Your Broker or Advent as soon as reasonably possible giving full details of what has happened. Your Broker or Advent will issue a claim form for completion by You.
- 2. You must provide Your Broker or Advent with written details of what has happened within 30 days and provide any other information We may reasonably require including proof of ownership and value.
- **3.** You must immediately (within 5 days) forward to Your Broker or Advent, if a claim for liability is made against You, any letter, claim, writ, summons or other legal document You receive.
- 4. You must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 5. You must not admit liability or offer or agree to settle any claim without Our written permission.
- 6. You must not abandon any property to Us or Advent.

If You fail to comply with any of the above conditions and procedures Your claim may become invalid.

How We deal with Your claim

1. Defence of claims - We may

- take full responsibility for conducting, defending or settling any claim in **Your** name.
- take any action We consider necessary to enforce Your rights or Our rights under this
 insurance.

2. Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

3. We will

- deal with Your claim as quickly as possible, taking into account the nature of the claim and whether We have all information We may reasonably require
- in some cases arrange for an independent Chartered Loss Adjuster to discuss **Your** claim with **You**. When this is necessary, **We** will advise **You** of the name and address of the Loss Adjuster and monitor the progress of the claim for **You**.
- let You know if We need any more information where Loss Adjusters are not required.

Please do not worry if **We** arrange for a Loss Adjuster or member of staff to visit **You**. It is a normal claims procedure. **We** regret any delay which consideration of more complicated claims may cause.

How do We settle claims under Sections 1 and 2?

- 1. We will repair, reinstate or replace the lost or damaged property, or at **Our** option, pay in cash the amount of the loss or damage.
- If repair or reinstatement is not carried out We will pay the reduction in value resulting from the damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.
- **3.** We may deduct an amount for wear and tear:
 a) under the **Buildings Section**, if the **Buildings** are in a poor state of repair or decoration, and b) under the **Contents Section**, for clothes and household linen
- **4.** We will not pay for any undamaged part of the **Buildings**, or item of **Contents**, solely because they are part of a pair, set, suite, group or collection.
- 5. We will not pay more in total than the Sum Insured, or any limit stated in this policy or on Your Schedule, whichever is the lower amount after deduction of the Excess. The Sum Insured does not need to include any additional amount for cover provided under the Extra Benefits Sections of the policy, other than removal of debris and professional fees.
- 6. If you are underinsured, which means the total cost of rebuilding the Buildings, or replacing the Contents, at the time of the loss or damage is more than Your Sum Insured, then We will only pay a proportion of the claim. For example, if Your Sum Insured only covers one half of the cost of rebuilding the Buildings, or replacing the Contents, We will only pay one half of the cost of repair or replacement.
- 7. We will automatically reinstate the **Sum Insured** from the date of payment of any claim, provided recommendations to prevent further loss or damage are carried out.
- 8. There is no limit to the number of claims You can make.
- **9.** We shall not be liable for more than **Our** rateable proportion of any loss or damage or liability where there is other insurance providing the same cover.

General Exclusions applying to Sections 1 and 2

1. Excess

We will not pay the Excess stated in Your Schedule for any claim other than claims made under liability benefits of Sections 1 and 2, where no Excess applies.

2. Incidents prior to inception

Any accident injury loss or damage occurring before the **Cover** under this insurance started.

3. Malicious loss iniury or damage

Any injury loss or damage caused deliberately maliciously or wilfully by **You** or **Your** tenants or **Domestic Employees**.

4. Reduction in value

Any reduction in value of the property insured following repair or replacement paid for under this insurance.

5. Loss or damage by deception

Any loss or damage caused by deception.

Business use

Any property owned or held in trust in connection with any business profession or trade unless stated otherwise on **Your Schedule**.

7. Confiscation

Any loss or damage caused by confiscation detention or seizure by

- a) customs police or other officials
- b) order of any court of law
- c) any statutory or regulatory authority.

8. Pollution and contamination

Loss, damage or liability from any kind of pollution and/or contamination other than a) caused by a sudden identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of Insurance** at the **Home** and b) reported to **Us** not later than 30 days from the end of the **Period of Insurance** in which case all pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

9. Indirect loss or damage

We will not pay for any losses that are not directly associated with the incident that caused You to claim, unless expressly stated in this insurance.

10. Radioactive contamination and nuclear assemblies

We will not pay for

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11. War

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

12. Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

b) in Northern Ireland civil commotion

This insurance also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In so far that the insurance by this insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this insurance the burden of proving that such damage or loss is covered shall be upon the **Insured**

13. Electronic data

We will not pay for

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognise the date or change of date

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

14. Sonic bangs

We will not pay for any loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

15. Communicable disease

We will not pay for any liability arising directly or indirectly from the transmission, by **You** or any person living in the **Home**, of

- a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused, or
- b) any communicable disease

16. Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

17. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

18. Wear and tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

General conditions applying to Sections 1 and 2

Each property included under this insurance is considered to be covered as if separately insured.

- Your duties IF YOU FAIL TO COMPLY WITH ANY OF THESE DUTIES THIS INSURANCE MAY BE INVALID.
 - a. You must take all reasonable steps to prevent loss, damage or an accident and keep the **Buildings** in a good state of repair
 - b. **You** must keep the **Sums Insured** at a level which represent the full value of the property. Full value should represent:
 - for Buildings the full rebuilding cost including removal of debris and professional fees
 - for Contents the current cost as new
 - c. You must take all reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your insurance. Please tell Your Broker of any changes to the information You have given Us regarding Your insurance. (Contact Your Broker if You require a copy of Your Proposal Form or Statement of Fact and Schedule).

You must also tell **Your Broker** immediately **You** become aware of any:

- unoccupancy of the **Home** that exceeds 90 consecutive days
- change in the type of tenant from that which appears on Your Schedule
- change in any type of business use of the Buildings
- conversions, extensions or any other structural work to the Buildings before work begins
- person insured by this insurance being declared bankrupt, charged with/convicted of arson or any criminal offence (other than motoring offences)
- change to the people insured, or to be insured,
- change that may result in an amendment to the amounts insured or the limits that are shown in Your Schedule

2. Unoccupied Buildings

During any period of unoccupancy, the **Home** must be inspected internally and externally by **You** or **Your** representatives, at least once every month, and any problems that are found rectified to ensure the **Buildings** are kept in a good state of repair. A written record of these inspections must be kept, and made available in the event of a claim. If **You** fail to comply with this condition **Your** insurance will be void.

3. Government financial sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this insurance where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance We** may cancel this insurance immediately by giving **You** written notice at **Your** last known address. If **We** cancel the insurance **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claims have been paid or are outstanding.