



**home  
protect**

## **POLICY BOOKLET**

*Full Legal Expenses  
Full Home Emergency*

## WELCOME

Thanks for choosing us to protect your home.

## WE'RE DIFFERENT

Customers tell us that it's important to be clear about what they're covered for; so we've been through this booklet to make sure it is written as clearly as possible.

Insurance can be complicated – there is still plenty of detail we need to tell you about – but we make every effort to make sure that you're clear on what you've bought.

## WHAT'S COMING UP IN THIS BOOKLET

This booklet is relevant to you if you own and occupy your property and if your schedule highlights that Legal Expenses or Home Emergency cover is included within your policy.

If you have this cover, please read this booklet carefully to ensure that the cover we provide is exactly what you need. Certain words, as detailed on pages 3 to 9 have specific meanings. To help you identify these we have capitalised them throughout this booklet.

When you read this booklet in conjunction with the rest of our Policy Documents please make sure that:

All the details shown in the statement of fact and schedule are correct (let us know immediately if any changes are necessary);

- You have read the conditions relating to the cover options including the general conditions and exclusions;
- You understand the notes on how to make a claim as shown throughout the policy document.

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I hope everything is really clear, if not, our friendly UK based team are on-hand to talk you through it.

Mark Eastham  
CEO - Homeprotect

## DEFINITIONS APPLICABLE TO THE WHOLE POLICY

There are certain words used throughout this booklet and Policy Document that start with a capital letter. These are 'defined terms', words that have a specific meaning. The full list of defined terms, and what they mean can be found below:

### Cover

The benefits available to You under each Cover Option

### Cover Option

An optional section of Cover available under a Homeprotect Policy

### Endorsement/Clause(s)

A change in the terms and conditions of this Policy

### Insurer(s)/They/Their

DAS Legal Expenses Insurance Company Limited

### Heave

The upward movement of the ground supporting the building

### Landslip

Downward movement of sloping ground

### Period of Insurance

As shown on Your Schedule or, if You purchase Cover after the start date of Your Buildings and contents Policy, the period of insurance starts at the date of purchase of the additional Cover Option and expires when the Buildings and contents Policy expires, as shown on Your Schedule

### Policy

The written contract between You and the Insurer, which comprises this booklet, the Statement of Fact, the Schedule and any Endorsements/Clauses, which should be read together. The Policy is based on Your answers to Our questions when You applied for this insurance

### Property

The private dwelling including outbuildings at the insured address shown in the Schedule used for domestic use only, unless You tell Us, and We agree, that Your property is used for other purposes and an Endorsement confirms it

### Provider(s)

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the Legal Expenses and Home Emergency insurance under Your policy.

## Schedule

The schedule is part of this Policy and contains details of what You have chosen, and the Insurer(s) have agreed, to insure

## Statement of fact

A record of the information You provided Us when originally applying for this insurance and subsequently, and which will have been provided to You by Us as evidence of the basis on which Your application has been accepted and this Policy issued

## Subsidence

Downward movement of the ground beneath the Buildings

## Territorial Limits

The United Kingdom, the Isle of Man or the Channel Islands

## Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation

## We / Us / Our

- Avantia Insurance Limited, trading as Homeprotect
- DAS Legal Expenses Insurance Company Limited

## DEFINITIONS APPLICABLE TO OWNER OCCUPIED LEGAL EXPENSES

These definitions form part of the main Policy definitions but are specific to the Legal Expenses section. Wherever the following words appear in the Legal Expenses section they will have the meanings shown below. If there is a conflict in the Legal Expenses section between a definition stated below and a definition elsewhere in the policy, the definition given below will apply.

### Appointed Representative

The Preferred Law Firm, law firm or other suitably qualified person We will appoint to act on Your behalf

### Costs and Expenses

- All reasonable and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment
- The costs incurred by opponents in civil cases if You have been ordered to pay them, or You pay them with Our agreement.

### Countries Covered

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

### DAS Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an Appointed Representative the amount is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

- For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You first became aware of it.)
- For criminal cases, the date You began, or are alleged to have begun, to break the law.

### Preferred Law Firm

A law firm or barristers' chambers We choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with Your claim and must comply with Our agreed service standard levels, which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

For civil cases, the prospects that You will recover losses or damages (or obtain any other legal remedy that We have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least

51%. We, or a Preferred Law Firm on Our behalf, will assess whether there are Reasonable Prospects.

## We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited

## You / Your / Insured

The person who has taken out this section (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

## DEFINITIONS APPLICABLE TO OWNER OCCUPIED HOME EMERGENCY

These definitions form part of the main Policy definitions but are specific to the Home Emergency section. Wherever the following words appear in the Home Emergency section they will have the meanings shown below. If there is a conflict in the Home Emergency section between a definition stated below and a definition elsewhere in the policy, the definition given below will apply.

### Emergency

The sudden or unexpected occurrence of an insured incident during the Period of Insurance, which necessitates immediate corrective action to:

- Prevent damage or further damage to Your Home;
- Make Your Home secure; or
- Relieve unreasonable discomfort, risk or difficulty to an Insured Person

### Emergency Assistance Limit

£500 (including VAT) for the call-out charge, labour costs, parts and materials for each insured incident following an Emergency. This does not include any amount payable in respect of Hotel Accommodation.

### Home

Your principal private residence. This includes attached or integral garages but does not include walls, gates hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary or the Property. Your Home must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

### Hotel Accommodation

The room-only cost of accommodation for Insured People if Your Home remains uninhabitable following an Emergency. The most We will pay for Hotel Accommodation is £100 (including VAT) per person subject to a maximum total of £100 (including VAT).

### Insured Person/People

You and any person who lives in or is staying at Your Home.

### Main Heating System

The main hot-water or central-heating system in Your Home. This includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hot-water systems or any form of solar heating.

### Plumbing and Drainage

The cold-water supply and drainage system within the boundary of Your Home and for which You are legally responsible. This does not include:

- Pipes for which Your water supply or sewerage company are responsible;
- Rainwater drains and soakaways.

## Vermin

Wasps' and/or hornets' nests, rats, mice; or grey squirrels.

## We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

## You / Your / Insured

The person who has taken out this section.

## GETTING STARTED: IMPORTANT INFORMATION APPLICABLE TO THE WHOLE POLICY

The Policy document is arranged by Cover Option. It is important that:

- You are clear which Cover Option You have requested and want to be included as the insurance relates ONLY to those Cover Options which are shown in the Schedule as being included;
- You understand what each Cover Option provides and does not provide;
- You understand Your own duties under each Cover Option and under the insurance as a whole

Your Cover begins on the start date and continues for a period of 12 months unless You purchase this Policy during the term of Your Buildings and/or contents insurance with Us, in which case this Cover begins on the date You purchase this Policy and ends on the same date as the Buildings and/or contents Policy expires.

### COOLING OFF PERIOD

You are entitled to cancel this insurance Policy by contacting Us within 14 days of purchase, We will then refund Your premium in full provided You have not made a claim. If You wish to cancel Your Policy after 14 days You will not be entitled to a refund.

### CANCELLATION AND FEES

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address.

Valid reasons may include but are not limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with Policy terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions asked

If the Insurer cancels the Policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled Cover provided You have not made a claim, less a Proportionate deduction for the time the Insurer has provided Cover.

Where the Insurer's investigations provide evidence of fraud or misrepresentation, the Insurer may cancel the Policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information. This may result in Your Policy being cancelled from the date You originally took it out and the Insurer will be entitled to keep the premium.

If Your Policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with the Insurer, as well as other insurers, in the future.

If any party to this insurance cancels all cover under the main Homeprotect home Insurance Policy at any time during the Period of Insurance, We will automatically cancel all of the

additional Cover Options You purchased that appear on Your latest Schedule. There will be no additional fees or refunds due as a result of Your legal expenses and/or Home Emergency policies being cancelled.

If any party to this insurance cancels any of the Homeprotect additional Cover Options outside the cooling off period but cover under the main Homeprotect home insurance Policy continues, no refund will be due in respect of any of the additional Cover Options and You will still need to pay the full annual premium for them if You have not already done so. Details of any non refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".

For details of Policy fees please refer to the "Important Information About Our Insurance Services" document.

## COMPLAINTS

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

- Phoning 0344 893 9013
- Emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- Writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- Completing Our online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of DAS's internal complaint-handling procedures are available on request.

Please ensure Your Homeprotect Policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## THE FINANCIAL SERVICES COMPENSATION SCHEME

If we or the Insurer(s) cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the Financial Services Compensation Scheme (P O Box 300, Mitcheldean, GL17 1DY.) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **SANCTIONS**

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

## **CONSUMER INSURANCE (DISCLOSURE & REPRESENTATIONS) ACT 2012**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for Cover under the Policy;
- to make sure that all information supplied as part of Your application for Cover is true and correct; and
- tell Us of any changes to the answers You have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to and renew Your Policy. If any information You provide is not complete and accurate, this may mean Your Policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.

## **DATA PROTECTION**

We may use Your personal information to manage insurance policies, handle claims and to provide Our services to You. We only use Your personal information where it is necessary to do so, for example, to fulfil Our contractual obligations, to comply with Our legal obligations, or where it is necessary for Our legitimate interest(s). Where We use Your personal information, We will do so in accordance with applicable Data Protection legislation.

We may share Your personal information with third party service providers and agents. If We need to share Your personal information outside the European Economic Area, We take steps to ensure that equivalent protections are in place.

To find out more information on how We use Your personal information, please refer to the Homeprotect Privacy Policy <https://www.homeprotect.co.uk/security-privacy>

Further information about how We use Your personal information can be found on the Information Commissioner's Office register – Our registration number is: Z7831579.

## **DAS - DATA PROTECTION:**

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

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical

records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. We will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

## **WHO WE ARE**

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

## **HOW WE WILL USE YOUR INFORMATION**

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice We may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

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

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

## **WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?**

It is necessary for Us to use the personal information to perform Our obligations in accordance with any contract that We may have with the person taking out this policy. It is also in Our legitimate interest to use the personal information for the provision of services in relation to any contract that We may have with the person taking out this policy.

## **HOW LONG WILL YOUR INFORMATION BE HELD FOR?**

We will retain personal data for 7 years. We will only retain and use the personal data thereafter as necessary to comply with Our legal obligations, resolve disputes, and enforce

Our agreements. If you no longer want Us to use the personal data, please contact Us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

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

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

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)

## LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract You are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which Your main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this Policy.

## NOTICE

Insurers and Their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the subscribers is available upon request or You can visit [www.cueuk.org](http://www.cueuk.org) for further information.

In dealing with Your application, this register may be searched and in the event of a claim, the information You have supplied together with other information relating to the claim may be put on the register and made available to subscribers.

## OUR PROVIDERS AND INSURERS

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the Legal Expenses and Home Emergency insurance under Your policy. The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS. DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, Company Number 103274, Website: [www.das.co.uk](http://www.das.co.uk).

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

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](http://www.daslaw.co.uk).

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

## GENERAL CONDITIONS APPLICABLE TO THE WHOLE POLICY

### **ARBITRATION CLAUSE:**

If there is a dispute between You and Us, or You and the Insurer, which arises from this insurance, You can make a complaint to Us in accordance with the complaints process which can be found on page 11. If We, or the Insurer, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, You can ask them to arbitrate in the matter. If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to Arbitration by a single arbitrator who will be agreed by both You and Us. The Arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the Arbitration shall be at the discretion of the arbitrator. If We are not able to agree on the appointment of an arbitrator, We shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

### **STATUTORY REGULATIONS:**

In all matters relating to the performance of this insurance contract, it is the responsibility of both You and Us that We both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this Clause will be payable by You and Us in Our own rights respectively.

### **SEVERABILITY CLAUSE:**

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

### **ACTS OF PARLIAMENT:**

All references to Acts of Parliament in this Policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### **COMPLIANCE AND PRECAUTIONS:**

You must comply with each and every term of this Policy and must take all reasonable precautions to minimise the cost of any claim.

### **CANCELLATION:**

The Policyholder may cancel this Policy at any time. If the Policyholder cancels within 14 days of either the inception or renewal date or the date they receive the contractual terms and conditions then the Provider will return any premium already paid (providing that no claims have been made).

If the Policyholder cancels outside this period they will not be entitled to any refund of premium. The Insurer/Provider may cancel the insurance by giving the Policyholder 30 days notice in writing sent to the Policyholder's last known address.

## **ALTERATION:**

The Provider or the Policyholder shall notify the Insurer as soon as reasonably possible of any alteration in risk which materially affects this Policy.

## **COMMUNICATIONS:**

All communications from the Insurer or Their representatives shall be deemed duly sent if sent by the Provider or Their representatives to the last known address of the Policyholder, or the address of Their representative if relevant. All communications by the Policyholder to the Insurer or Their representatives shall be deemed duly sent if sent to the Provider.

## **PRESENTATION OF CLAIMS BY THE INSURED:**

The Policyholder must notify the Provider as soon as reasonably possible of any Insured Event which may give rise to a claim, complete any forms requested by the Provider and promptly supply such information as the provider or Their agents require.

## **ASSIGNMENT:**

This Policy may not be assigned in whole or in part without the written consent of the Provider.

## **GOVERNING LAW:**

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

### FRAUDULENT CLAIMS/FRAUD:

You must not act in a fraudulent way. If You or anyone acting for You:

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your Policy;
- fails to reveal or hides a fact likely to influence the cover We provide;
- makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- makes a claim under the Policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with Your knowledge.

If Your claim is in any way dishonest or exaggerated, We will not pay any benefit under this Policy or return any premium to You and We may cancel Your Policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

The Insurer will not pay any claim directly or indirectly caused by or contributed to or arising from any direct or indirect consequence of:

irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Any claim where the Date of Occurrence is before the inception date of this Policy.

Any direct or indirect consequence of war, civil war, Terrorism, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to Property by or under the order of any government, local or public authority;

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## OWNER OCCUPIED LEGAL EXPENSES

### OUR AGREEMENT

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- Reasonable Prospects exist for the duration of the claim
- The Date of Occurrence of the insured incident is during the Period of Insurance
- Any legal proceedings will be dealt with by a court, or other body which We agree to, within the Countries Covered, and
- The insured incident happens within the Countries Covered

### WHAT WE WILL PAY

We will pay an Appointed Representative, on Your behalf, Costs and Expenses incurred following an insured incident, provided that:

- 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 £100,000
- The most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm. The amount We will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time
- In respect of an appeal or the defence of an appeal, You must tell Us within the time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist
- For an enforcement of judgment to recover money and interest due to You after a successful claim under this policy, We must agree that Reasonable Prospects exist, and
- Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award.

### WHAT WE WILL NOT PAY

- In the event of a claim, if You decide not to use the services of a Preferred Law Firm, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
- The first £250 of any claim for legal nuisance or trespass. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim could be withdrawn.

## INSURED INCIDENTS

**Employment disputes:** A dispute relating to Your contract of employment.

Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.

**Contract disputes:** A dispute arising from an agreement or an alleged agreement which You have entered into in a personal capacity for:

- Buying or hiring in goods or services
- Selling goods
- Renting Your principal home as a tenant
- Buying or selling Your principal home.

Please note that the amount in dispute must be more than £100 (including VAT).

**Personal injury:** A specific or sudden accident that causes Your death or bodily injury to You. Please note that We will not defend Your legal rights but We will cover defending a counter-claim.

**Property protection:** A civil dispute relating to Your principal home, or personal possessions, You own, or are responsible for, following:

- An event which causes physical damage to such property but the amount in dispute must be more than £125.

Please note We will not defend Your legal rights but We will cover defending a counter-claim.

- A legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over, or in connection with it)
- A trespass.

Please note You must have, or there must be reasonable prospects of establishing You have, the legal ownership or right to the land or personal possession that are subject of the dispute.

**Legal defence:** Costs and Expenses to defend Your legal rights if an event arising from Your work as an employee leads to:

- You being prosecuted in a court of criminal jurisdiction
- Civil action being taken against You under:
  - Discrimination legislation
  - Data protection legislation

## WHAT IS NOT COVERED

For the Employment Disputes section, We will not pay for any claim relating to the following:

- Any claim relating solely to personal injury (please refer to insured incident Personal Injury)
- A settlement agreement while You are still employed.

For the Contract Disputes section, We will not pay for any claim relating to the following:

- The settlement payable under an insurance policy (We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim)

- A dispute arising from any loan, mortgage, pension, investment or borrowing
- A dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from You buying or selling Your principal home or You renting Your principal home as a tenant). However, We will cover a dispute with a professional adviser in connection with these matters.
- A motor vehicle owned by or hired or leased to You.

For the Personal Injury section, We will not pay for any claim relating to the following:

- Illness or bodily injury that happens gradually
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to You.
- Clinical negligence

For the Property Protection section, We will not pay for any claim relating to the following:

- A contract You have entered into
- Any building or land except Your main home
- Someone legally taking Your property from You, whether You are offered money or not, or restrictions or controls placed on Your property by any government or public or local authority
- Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
- Mining subsidence
- Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from You or of which You are trying to take possession)
- The enforcement of a covenant by or against You.
- The first £250 of any claim for legal nuisance or trespass. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim could be withdrawn.

For the Legal Defence section, We will not pay for any claim relating to the following:

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

## SETTLING CLAIMS: OWNER OCCUPIED LEGAL EXPENSES

### HELPING YOU WITH YOUR LEGAL PROBLEMS

If You wish to speak to Our legal teams about a legal problem, please phone Us on **0330 660 3648**. We will ask You about Your legal issue and if necessary call You back to give You legal advice.

### WHEN YOU NEED TO MAKE A CLAIM

If Your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone Us on **0330 660 3648** and We will give You a reference number. At this point We will not be able to tell You whether You are covered but We will pass the information You have given Us to Our claims-handling teams and explain what to do next.

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

### 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

### LEGAL ADVICE SERVICE – 0330 660 3648

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

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

### TAX ADVICE SERVICE – 0330 660 3648

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

Tax advice is provided by tax advisers 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.

## ADDITIONAL EXCLUSIONS APPLICABLE TO OWNER OCCUPIED LEGAL EXPENSES

### THE INSURER WILL NOT PAY FOR:

#### LATE REPORTED CLAIMS

Any claim where You have failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or We consider Our position has been prejudiced.

#### COSTS WE HAVE NOT AGREED

Costs and Expenses incurred before Our written acceptance of a claim.

#### COURT AWARDS AND FINES

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

#### LEGAL ACTION WE HAVE NOT AGREED

Any legal action You take that We or the Appointed Representative have not agreed to, or where You do anything that hinders Us or the Appointed Representative.

#### DEFAMATION

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

#### A DISPUTE WITH DAS

A dispute with Us not otherwise dealt with under policy condition Arbitration.

#### JUDICIAL REVIEW

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

#### NUCLEAR, WAR AND TERRORISM RISKS

A claim caused by, contributed 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 explosive nuclear assembly or nuclear part of it
- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

#### LITIGANT IN PERSON

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

## ADDITIONAL CONDITIONS: OWNER OCCUPIED LEGAL EXPENSES

### YOUR LEGAL REPRESENTATION

- On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.
- If the appointed Preferred Law Firm cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may choose a law firm to act as the Appointed Representative.
- If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm, We will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting as the Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
- The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim

### YOUR RESPONSIBILITIES

- You must co-operate fully with Us and the Appointed Representative.
- You must give the Appointed Representative any instructions that We ask You to.

### OFFERS TO SETTLE A CLAIM

- You must tell Us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without Our written consent.
- If You do not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
- We may decide to pay You the reasonable value of Your claim, instead of starting or continuing legal action. In these circumstances You must allow Us to take over and pursue or settle any claim in Your name. You must allow Us to pursue at Our own expense and for Our own benefit, any claim for compensation against any other person and You must give us all the information and help We need to do so.

### ASSESSING AND RECOVERING COSTS

- You must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
- You must take every step to recover Costs and Expenses that We have to pay and must pay Us any amounts that are recovered.

### CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

If the Appointed representative refuses to continue acting for You with good reason, or if You dismiss the Appointed Representative without good reason, the cover We provide will end immediately, unless We agree to appoint another Appointed Representative.

## WITHDRAWING COVER

If You settle or withdraw a claim without Our agreement, or do not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim from You any Costs and Expenses We have paid.

## EXPERT OPINION

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

## KEEPING TO THE TERMS OF THIS SECTION

You must:

- Keep to the terms and conditions of this section
- Take reasonable steps to avoid and prevent claims
- Take reasonable steps to avoid incurring unnecessary costs
- Send everything We ask for, in writing, and
- Report to Us full and factual details of any claim as soon as possible and give Us any information We need.

## CLAIMS UNDER THIS SECTION BY A THIRD PARTY

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

## OTHER INSURANCES

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

## LAW THAT APPLIES

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

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

## OWNER OCCUPIED HOME EMERGENCY

### OUR AGREEMENT

We agree to provide the assistance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that the insured incident happens during the Period of Insurance and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If this section does not cover the service You need, We will try (if You wish) to arrange it at Your expense. The terms of such service are a matter for You and the supplier.

### WHAT WE WILL PAY

We will arrange and pay for a contractor to take action to resolve the Emergency. The action taken will depend on what would be fair and reasonable in the circumstances and will be either to:

- Carry out a temporary repair (or a permanent repair if this is no more expensive); or
- Take other action, such as isolating a leaking component.

We will pay up to the Emergency Assistance Limit for each insured incident following an Emergency.

If Your Home remains uninhabitable overnight following an insured incident, We will pay for Hotel Accommodation. The decision on whether Your Home is uninhabitable will take into account whether it would be fair and reasonable to remain in Your Home.

### WHAT WE WILL NOT PAY

- Any costs per Emergency which exceed the Emergency Assistance Limit; and/or
- Any costs of overnight accommodation which exceed the amounts specified under Hotel Accommodation.

### INSURED INCIDENTS

**Roof damage:** Any damage to the roof of Your Home where internal damage has been caused or is likely.

**Plumbing and Drainage:** Damage to, or blockage, breakage, or leaking of the drains or plumbing system that You are responsible for in Your Home.

**Main Heating System:** Failure to function of the Main Heating System in Your Home.

**Domestic power supply:** Failure of Your Home's domestic electricity or domestic gas supply, but not the failure of the mains supply.

**Toilet unit:** Impact damage to or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only toilet, or of all toilets in Your Home. If there is at least one functioning toilet in Your Home, there is no cover.

**Home security:** Damage to, or the failure of, external doors, windows or locks which leaves Your Home insecure.

*Vermin infestation:* The sudden infestation of Vermin in Your Home which prevents the use of the loft or one or more rooms in Your Home.

## SETTLING CLAIMS: OWNER OCCUPIED HOME EMERGENCY

### HOW WE CAN HELP

Before asking for help, please check that the problem is covered by this section. It is important that You contact Our assistance centre as soon as possible after the Home Emergency. Our phone lines are open 24 hours a day, 365 days a year.

Do not arrange for a contractor Yourself, as We will not pay for this. We will also not pay for any work which has not been authorised in advance by Us.

We will provide assistance only if We have given Our agreement and only if there is someone aged 18 or over at Home when Our approved contractor arrives.

To claim under this section, please phone Us on **0330 660 1060** and state:

- Your name and Your Home address including postcode;
- The nature of the problem

When You have given Us details of Your claim and We have accepted it, We will arrange for one of Our approved contractors to help You as quickly as possible. We will tell You what to do next. To help Us check and improve Our service standards, We may record all calls.

### WHEN WE CANNOT HELP

In a situation that could result in serious risk to You or substantial damage to Your Home, You should immediately contact the emergency services (fire, police or ambulance). If You think there is a gas leak, You should contact the National Gas Emergency Service on **0800 111 999**. If there is an emergency relating to a service such as water or electricity, You should also contact any company responsible for supplying the service.

Please note that Our usual service standards may be affected by circumstances beyond Our reasonable control such as remote locations, bad weather or availability of parts.

We will not be able to help if conditions make repairs dangerous, for example We cannot carry out roof repairs in high winds or repair damp electrics.

Please also refer to “**What we will pay**”, “**Additional exclusions applicable to Owner Occupied Home Emergency**” and “**Additional conditions: Owner Occupied Home Emergency**” throughout this section.

At all times We will decide the best way of providing help.

## ADDITIONAL EXCLUSIONS APPLICABLE TO OWNER OCCUPIED HOME EMERGENCY

### THE INSURER WILL NOT PAY FOR:

#### WAITING PERIOD

A claim following an insured incident which happens during the first 48 hours from the start of cover under this section, if You take out this section at a different time from any other related agreement.

#### UNOCCUPIED HOMES

A claim where Your Home has been left unoccupied for 30 or more consecutive days.

#### NOBODY AT HOME

Costs incurred where our approved contractor has attended at an agreed time but nobody aged 18 or over was at Your Home.

#### COSTS WE HAVE NOT AGREED

Cost incurred by an Insured Person before We have accepted a claim.

#### RISK TO HEALTH AND SAFETY

A claim where the insured incident cannot be resolved safely by Our approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting a repair dangerous.

#### HOME MAINTENANCE

Normal day-to-day Home maintenance that an Insured Person should carry out or pay for (such as servicing of heating and hot-water systems).

#### DELIBERATE ACTS

A claim arising from a deliberate act or omission by an Insured Person.

#### RENTED PROPERTIES AND SECOND HOMES

A property that You rent or let that You own that is not Your main residence.

#### REPLACEMENT BOILERS OR APPLIANCES

The costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if:

- It cannot be repaired; or
- The appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it); or
- Repairs will cost more than the Emergency Assistance Limit (We will pay up to the Emergency Assistance Limit for any repairs that are carried out).

## **FAILURE TO CARRY OUT PREVIOUSLY RECOMMENDED REPAIRS**

Any insured incident which arises from an Insured Person's failure to carry out work or repairs that an Insured Person has previously been advised to undertake to avoid the insured incident occurring or recurring.

## **GUARANTEE AND WARRANTY**

A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.

## **INCORRECT INSTALLATIONS OR REPAIRS**

A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.

## **DAMAGE CAUSED DURING REPAIRS**

Damage caused where it is necessary to gain access to carry out repairs.

## **MAINS SUPPLIES**

A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an Insured Person's failure to buy or provide enough gas, electricity or other fuel source.

## **SEPTIC TANKS, CESSPITS AND FUEL TANKS**

The malfunction or blockage of septic tanks, cesspits or fuel tanks.

## **SUBSIDENCE, LANDSLIP AND HEAVE**

A claim arising from subsidence, landslip or heave.

## **NUCLEAR, WAR AND TERRORISM RISKS**

A claim 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; or
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
- Pressure waves caused by aircraft or any other airborne devices at sonic or supersonic speeds.

## **COMMUNAL AREAS**

Any claim which would require Us to undertake repairs or any other remedial or corrective action to:

- Any shared areas or communal parts of a property (or for which You do not have sole responsibility); or
- Any shared fixtures and fittings, facilities or services outside the legal boundary of Your Home.

## ADDITIONAL CONDITIONS: OWNER OCCUPIED HOME EMERGENCY

### KEEPING TO THE TERMS OF THIS SECTION

An Insured Person must:

- Keep to the terms and conditions of this section;
- Maintain Your Home in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of Your Home;
- Try to prevent anything happening that may cause a claim;
- Take reasonable steps to keep any amount We have to pay as low as possible.

### REPLACEMENT PARTS

We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

### CIRCUMSTANCES BEYOND OUR CONTROL

We will make every effort to provide the service at all times, but We will not be responsible for any liability arising from Our inability to provide assistance as a result of circumstances beyond Our reasonable control.

### LOSSES NOT DIRECTLY COVERED BY THIS SECTION

We will not pay for losses that are not directly covered by this section. For example, We will not pay to replace a carpet damaged by a leak or for time taken off work because of an insured incident.

### OTHER INSURANCES

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

### LAW THAT APPLIES

This section is governed by the law that applies in the part of the United Kingdom of Great Britain and Northern Ireland, Channel Islands or Isle of Man where You normally live.

## USEFUL CONTACTS

Top tip: store the Homeprotect Claims numbers and Your Homeprotect Policy number in Your phone so it's always to hand in an emergency.

### LEGAL EXPENSES CLAIMS

0330 660 3648



Open 24 hours per day

### HOME EMERGENCY CLAIMS

0330 660 1060



Open 24 hours per day

### HOMEPROTECT CUSTOMER SERVICE

0330 660 1000



Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday.



[service@Homeprotect.co.uk](mailto:service@Homeprotect.co.uk)

### HOMEPROTECT CLAIMS (BUILDINGS AND CONTENTS)

0330 660 0660



Open 24 hours per day

### FINANCIAL OMBUDSMAN SERVICE

0300 1239 123



Open 8am to 5pm Monday to Friday. Closed weekends.



[Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

### CALLS ARE RECORDED AND MONITORED

We're Homeprotect. A brand or "trading name" of Avantia Insurance Limited (Company Reg. 4567760). We're based at: CI Tower, St Georges Square, New Malden, KT3 4HG.

*This policy booklet's name is: DAS 2*