



**home  
protect**

**POLICY BOOKLET**

*Landlord Legal Expenses*

*Landlord Home Emergency*

## WELCOME

This booklet is relevant if you're a residential landlord and your schedule highlights that Legal Expenses with and without Rent Guarantee 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 7 have specific meanings. To help you identify these we have capitalised them throughout this booklet.

We have chosen DAS to provide our landlord legal expenses, rent guarantee and home emergency cover. DAS have a tremendous pedigree and we have every confidence that they will provide you with a first class service.

## CONTENTS

- Page 3: Definitions
- Page 8: Getting Started: important information
- Page 11: Landlord Legal Expenses
- Page 14: Landlord Legal Expenses with Rent Guarantee
- Page 24: Landlord Home Emergency
- Page 30: Complaint About DAS
- Page 31: Useful contacts

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

Mark Eastham  
CEO - Homeprotect

## DEFINITIONS

There are certain words used throughout this booklet 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:

### Any One Claim

All Claims or legal proceedings consequent upon the same original cause, event or circumstance.

### Approved Contractor

A tradesperson authorised in advance by the Insurer to carry out repairs.

### Claim(s)

Any claim you make under each Cover Option.

### Contracting Party

A person, firm or company domiciled within the United Kingdom with whom the Insured has a direct contractual relationship.

### Cover

The benefits available to You under this Policy.

### Cover Option

An optional section of Cover available under a Homeprotect policy.

### Endorsement

A change in the terms and conditions of this Policy that will be shown on Your Schedule.

### Heave

The upward movement of the ground supporting the building.

### Insurer(s) / They / Their / DAS

DAS Legal Expenses Insurance Company Limited

### Insured property

The Property insured under the Homeprotect Policy, to which this Cover Option attaches.

### Landslip

Downward movement of sloping ground.

### Period of Insurance

The length of time for which this insurance is in force, as shown in the Schedule and for which You have paid, and We have accepted a premium unless cancelled by You or Us in accordance with Our cooling off or cancellation conditions.

*Please note: If You purchase Cover after the start date of the Policy, the first Period of Insurance will start at the date of purchase of the Cover Option and it will end when the Policy ends, as shown on Your Schedule.*



## Policy

Landlord Legal Expenses (or Landlord Legal Expenses with Rent Guarantee) and/or Landlord Home Emergency Cover Options which comprises this booklet, the Statement of Fact, the Schedule and any Endorsements, which should be read together. The Policy is based on information We have requested and You gave when You applied for this insurance.

## Schedule

The Schedule is part of this Policy and contains details of what You have chosen, and the Insurer has 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 other than by settlement.

## Territorial limits

The United Kingdom together with the Channel Islands and the Isle of Man.

## United Kingdom

The United Kingdom will include England, Wales, Scotland and Northern Ireland.

## We / Us / Our

Avantia Insurance Limited, trading as Homeprotect.

## DEFINITIONS APPLICABLE TO LANDLORD

## LEGAL EXPENSES AND LANDLORD LEGAL EXPENSES & RENT

### GUARANTEE SECTIONS

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

#### Appointed lawyer

The lawyer, or other suitably qualified person, whom DAS appoint to act for You in accordance with the terms of this section.

#### Costs and expenses

- Accountant's costs: A reasonable amount in respect of all costs reasonably incurred by the suitably qualified person.
- Legal costs: All reasonable and necessary costs charged by the Appointed Lawyer on a standard basis.
- Opponents costs: The costs incurred by opponents in civil cases if You have to pay them or pay them with DAS' agreement.

#### Countries covered

The United Kingdom of Great Britain and Northern Ireland.

#### Date of occurrence

- For civil cases (except under insured incidents Rent Guarantee and Tax Protection): The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the Date of Occurrence is the date of the first of these events.
- For criminal cases: The Date of Occurrence is when You began or are alleged to have begun to break the criminal law in question.
- For full enquiries: The Date of Occurrence is when HM Revenue & Customs first notifies You in writing of their intention to make an enquiry.
- For insured incident Rent Guarantee: The Date of Occurrence is the first date that any of the rent due under the terms of the tenancy agreement (or any other amount agreed between You and Your tenant) is not paid, unless this event and any other event leading to a claim have arisen from the same originating cause, in which case the Date of Occurrence will be the first of these events.

#### Full enquiry

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

#### Hotel expenses

Up to £150 per day to cover the cost of Your accommodation for a maximum of 30 days while You are seeking possession of Your Property.

## Rent arrears

Unpaid rent that:

- Is owed to You under a tenancy agreement, or
- Would have been owed to You but for the breach of a tenancy agreement to let Your Property: where DAS have accepted Your claim under insured incident Repossession.

## Storage costs

£10 per day to store Your personal possessions for a maximum of four weeks after the termination of Your tenancy agreement while You are unable to reoccupy Your Property

## You/your

The person, business or property owner who has taken out this section of the policy.

## Your property

The property You have told DAS about.

## DEFINITIONS APPLICABLE TO LANDLORD

### HOME EMERGENCY

These definitions form part of the main Policy definitions but are specific to the Landlord 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 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.

#### Hotel accommodation

The room-only cost of accommodation for You and/or Your Tenant(s) if the Insured Property remains uninhabitable following an insured incident. The most DAS will pay for Hotel Accommodation is £100 (including VAT).

#### Insured person/people

You and/or the Tenant(s).

#### Insured property

The property shown in the Schedule belonging to You or for which You are responsible, classed as a private residence used for domestic purposes let under a tenancy agreement of 6 months or more. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. The Insured Property must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands. The Insured Property must not be used for commercial purposes other than letting (and must not be sub-let). You must be the legal owner of the property.

#### Main heating system

The main hot-water or central-heating system in the Insured Property. 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 the Insured Property 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.

#### Tenant(s)

The person(s) to whom You are letting the Insured Property under an agreement. By taking this Section You are agreeing to allow the Tenant(s) to claim directly in the event of an insured incident.

#### Vermin

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

You/your

The person who has taken out this section.



## GETTING STARTED: IMPORTANT INFORMATION

This booklet 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.

## YOUR CANCELLATION RIGHTS

You are entitled to cancel the Homeprotect policy or just the Cover Options by contacting us within 14 days of either:

- The date You receive Your policy documentation; or
- The start of the Period of Insurance

whichever is the later. We'll issue a refund on behalf of the insurer(s), including the Cover Options.

If you cancel the Homeprotect policy or just the Cover Options after this date, no refund will be due for the Cover Options. For full details of Your cancellation rights, please review Important Information About Our Insurance Services ([www.homeprotect.co.uk/IIAOIS-PremFina](http://www.homeprotect.co.uk/IIAOIS-PremFina)).

## HOMEPROTECT - 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 DAS are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS 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. DAS will only obtain personal information either directly from you, the third party dealing with your claim or from Homeprotect.

## **WHO DAS 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 DAS and members of the DAS UK Group are covered by Their 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 DAS WILL USE YOUR INFORMATION**

DAS 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 DAS 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.

DAS 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.

DAS will not disclose the personal data to any other person or organisation unless They are required to by Their legal and regulatory obligations. For example, They 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 Their website.

## **WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?**

It is necessary for DAS to use the personal information to perform Their obligations in accordance with any contract that They may have with the person taking out the Legal Expenses and Home Emergency Cover Options. It is also in Their legitimate interest to use the personal information for the provision of services in relation to any contract that They may have with the person taking out this policy.

## HOW LONG WILL YOUR INFORMATION BE HELD FOR?

DAS will retain personal data for 7 years. They will only retain and use the personal data thereafter as necessary to comply with Their legal obligations, resolve disputes, and enforce Their agreements. If you no longer want DAS to use the personal data, please contact them 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)

## 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).

## LANDLORD LEGAL EXPENSES

### WHAT IS COVERED

DAS agree to provide the insurance in this section, as long as:

- The premium has been paid; and
- The Date of Occurrence of the insured incident is during the Period of Insurance; and
- Any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the Countries Covered; and
- For civil claims, it is always more likely than not that You will recover damages (or obtain any other legal remedy which DAS have agreed to).

### WHAT DAS WILL PAY

For an insured incident under this section, DAS will pay Your:

- Accountant's Costs under insured incident Tax Protection;
- Hotel Expenses;
- Legal Costs, including Legal Costs to make or defend an appeal provided that:
  - You tell DAS within the time limits allowed that You want them to appeal; and
  - DAS agree that it is always more likely than not that the appeal will be successful;
- Opponents' Costs;
- Storage Costs.

The most DAS 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.

### INSURED INCIDENTS

***Repossession:*** DAS will negotiate for the following:

England, Wales and Scotland

Your legal rights in trying to get possession of Your Property that You have let under:

- An assured shorthold tenancy;
- A short assured tenancy; or
- An assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Your legal rights in trying to get possession of Your Property if You have let Your Property to a limited company or partnership and Your Property has been let for people to live in.

Your legal rights in trying to get possession of Your Property if You have let Your Property and You live in Your Property as the landlord.



## Northern Ireland

- Your legal rights in trying to get possession of Your Property that You have let to which The Private Tenancies Order 2006 applies.

### Conditions applicable to insured incident Repossession

- You must give the tenant the correct notices telling him or her that You want possession of Your Property.
- All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

**Property damage:** DAS will negotiate for Your legal rights after an event which causes physical damage to Your Property. The amount in dispute must be more than £1,000.

**Eviction of squatters:** DAS will negotiate for Your civil rights to evict anyone who is not Your tenant or ex-tenant from Your Property and who does not have Your permission to be there.

*Please note, for England, Wales and Scotland squatting is a criminal offence and therefore please contact the police in the first instance.*

**Rent recovery:** DAS will negotiate for Your legal rights to recover rent owed by Your tenant for Your Property if it has been overdue for at least one calendar month.

### Conditions applicable to insured incident Rent Recovery

- If You accept payment (or part payment) of Rent Arrears from the tenant of Your Property, You must be able to provide proof that You have warned the tenant that it does not prevent You taking further action against them under this policy.
- Where the tenant is a limited company, You must first seek advice from the Appointed Lawyer before accepting payment of Rent Arrears.

**Legal defence:** DAS will

- Defend Your legal rights if an event arising from letting Your Property leads to You being prosecuted in a criminal court;
- Defend an appeal against Your decision not to adapt Your Property following a request under:
  - The Disability Discrimination Act 1995 as amended by the DDA 2005;
  - The Housing (Scotland) Act 2006;
  - The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006

*(Provided that You have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).)*

Or any future amending legislation.

**Tax protection:** If there is a Full Enquiry into Your personal tax affairs, DAS will negotiate for You and represent You in any subsequent appeal proceedings.

***Contract disputes:*** DAS will negotiate for Your legal rights in a contractual dispute arising from an agreement or an alleged agreement which You have entered into for buying or hiring in any goods or services in relation to Your Property.

## WHAT IS NOT COVERED

For the Tax Protection section, DAS will not pay for any claim relating to the following:

- The tax affairs of a company, or any claims if You are self-employed, a sole-trader or in a business partnership.
- An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecutions Office.
- Routine work needed to prepare tax returns to HM Revenue & Customs.
- Where tax returns are incomplete or You have not sent them on time.

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

- Construction work, designing, converting or extending Your Property where the contract value exceeds £5,000 (including VAT);
- The settlement payable under an insurance policy (DAS will negotiate 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;
- The purchase of Your Property;
- Your tenancy agreement.

## LANDLORD LEGAL EXPENSES & RENT GUARANTEE

### WHAT IS COVERED

DAS agree to provide the insurance in this section, as long as:

- The premium has been paid; and
- The Date of Occurrence of the insured incident is during the Period of Insurance; and
- Any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the Countries Covered; and
- For civil claims, it is always more likely than not that You will recover damages (or obtain any other legal remedy which DAS have agreed to).

### WHAT DAS WILL PAY

For an insured incident under this section, DAS will pay Your:

- Accountant's Costs under insured incident Tax Protection;
- Hotel Expenses;
- Legal Costs, including Legal Costs to make or defend an appeal provided that:
  - You tell DAS within the time limits allowed that You want them to appeal; and
  - DAS agree that it is always more likely than not that the appeal will be successful;
- Opponents' Costs;
- Rent Arrears (if this section is shown as operative on Your Policy Schedule), payable by DAS 30 days in arrears as shown under insured incident Rent Guarantee under this section;
- Storage Costs.

The most DAS 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.

### INSURED INCIDENTS

***Repossession:*** DAS will negotiate for the following:

England, Wales and Scotland

Your legal rights in trying to get possession of Your Property that You have let under:

- An assured shorthold tenancy;
- A short assured tenancy; or
- An assured tenancy

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Your legal rights in trying to get possession of Your Property if You have let Your Property to a limited company or partnership and Your Property has been let for people to live in.

Your legal rights in trying to get possession of Your Property if You have let Your Property and You live in Your Property as the landlord.

Northern Ireland:

- Your legal rights in trying to get possession of Your Property that You have let to which The Private Tenancies Order 2006 applies.

## Conditions applicable to insured incident Repossession

- You must give the tenant the correct notices telling him or her that You want possession of Your Property.
- All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

**Property damage:** DAS will negotiate for Your legal rights after an event which causes physical damage to Your Property. The amount in dispute must be more than £1,000.

**Eviction of squatters:** DAS will negotiate for Your civil rights to evict anyone who is not Your tenant or ex-tenant from Your Property and who does not have Your permission to be there.

*Please note, for England, Wales and Scotland squatting is a criminal offence and therefore please contact the police in the first instance.*

**Rent recovery:** DAS will negotiate for Your legal rights to recover rent owed by Your tenant for Your Property if it has been overdue for at least one calendar month.

## Conditions applicable to insured incident Rent Recovery

- If You accept payment (or part payment) of Rent Arrears from the tenant of Your Property, You must be able to provide proof that You have warned the tenant that it does not prevent You taking further action against them under this policy.
- Where the tenant is a limited company, You must first seek advice from the Appointed Lawyer before accepting payment of Rent Arrears.

**Legal defence:** DAS will

- Defend Your legal rights if an event arising from letting Your Property leads to You being prosecuted in a criminal court;
- Defend an appeal against Your decision not to adapt Your Property following a request under:
  - i. The Disability Discrimination Act 1995 as amended by the DDA 2005;
  - ii. The Housing (Scotland) Act 2006;
  - iii. The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006
  - iv. (Provided that You have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).)
  - v. Or any future amending legislation.

**Tax protection:** If there is a Full Enquiry into Your personal tax affairs, DAS will negotiate for You and represent You in any subsequent appeal proceedings.

***Contract disputes:*** DAS will negotiate for Your legal rights in a contractual dispute arising from an agreement or an alleged agreement which You have entered into for buying or hiring in any goods or services in relation to Your Property.

## THE FOLLOWING INSURED INCIDENT IS ONLY OPERATIVE IF STATED AS OPERATIVE IN THE SCHEDULE:

***Rent Guarantee:*** DAS will

- Pay Your Rent Arrears while Your tenant or ex-tenant still occupies Your Property;
  - Rent Arrears will be limited to:
  - a maximum of four months' unpaid rent accruing before the expiry date of a valid notice seeking possession of Your Property; and
  - the period after which DAS apply to a court for a possession order for Your Property
  - subject to a maximum amount payable of 12 months' Rent Arrears for any one claim, or the maximum number of monthly rent payments covered under Your policy, whichever is the lower;
- If after vacant possession Your Property needs damage repaired to enable You to re-let it, DAS will pay 50% of Your Rent Arrears for a maximum of three months or until Your Property is re-let, whichever happens first.

*Provided that, You have:*

- Obtained a satisfactory reference\* for each tenant and each guarantor from a licensed referencing service before the tenancy started; and
- A detailed inventory of the contents and condition of Your Property (with supporting photographs) which the tenant has signed; and
- Kept clear and up to date rental records;

*And provided that DAS have accepted Your claim under insured incident Repossession. DAS will pay Rent Arrears only if it is always more likely than not that Your claim for repossession of Your Property will succeed.*

\*The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

### Condition

If You receive payment or part payment of Rent Arrears from the tenant at any time following the notification of a claim, DAS must be notified. Any part payments received must be applied against the earliest Rent Arrears. If DAS have already made a payment in respect of Rent Arrears You must repay the sum received to DAS immediately.



## WHAT IS NOT COVERED

For the **Tax Protection** section, DAS will not pay for any claim relating to the following:

- The tax affairs of a company, or any claims if You are self-employed, a sole-trader or in a business partnership.
- An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecutions Office.
- Routine work needed to prepare tax returns to HM Revenue & Customs.
- Where tax returns are incomplete or You have not sent them on time.

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

- Construction work, designing, converting or extending Your Property where the contract value exceeds £5,000 (including VAT);
- The settlement payable under an insurance policy (DAS will negotiate 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;
- The purchase of Your Property;
- Your tenancy agreement.

For the **Rent Guarantee** section, DAS will not pay for any claim relating to the following:

- Any claim for Rent Arrears which accrue during a period where any legislation, government or court guidance, court systems or court rules result in:
  - any or part of the possession proceedings relating to Your Property being halted or delayed; or where
  - any court action for possession of Your Property is prevented from being started;
- Any Rent Arrears or any rent deferred prior to the start of this policy, and any reduction in rent agreed at any time;
- Rent Arrears once Your Property is re-let.

## ADDITIONAL EXCLUSIONS APPLICABLE TO LANDLORD LEGAL EXPENSES AND LANDLORD LEGAL EXPENSES & RENT GUARANTEE SECTIONS

### DAS WILL NOT PAY FOR:

- Any claim reported to them more than 90 days after the date You should have known about the insured incident.
- Any Costs and Expenses, Hotel Expenses or Storage Costs that are incurred before They agree to pay them.
- Any disagreement with Your tenant when the Date of Occurrence is within the first 90 days of the first Period of Insurance and the tenancy agreement started before the start of these sections.
- Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of Your Property or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- Any claim relating to 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 unless the claim is for accidental physical damage caused by any of the above.
- Any claim relating to Subsidence, mining or quarrying.
- Judicial review.
- Fines, penalties, compensation or damages which You are ordered to pay by a court or other authority.
- Any 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;
  - 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.
- A dispute with DAS not otherwise dealt with under section condition Arbitration.
- Any legal action You take which DAS or the Appointed Lawyer have not agreed to or where You do anything that hinders DAS or the Appointed Lawyer.
- Apart from DAS, You are the only person who may enforce all or any part of the section and the rights and interests arising from or connected with it.

This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the section in relation to any third-party rights or interest.
- Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- Any claim where You are not represented by a law firm, barrister or tax expert.

## **ADDITIONAL CONDITIONS APPLICABLE TO LANDLORD LEGAL EXPENSES AND LANDLORD LEGAL EXPENSES & RENT GUARANTEE SECTIONS**

### **KEEPING TO THE TERMS OF THE SECTION**

You must:

- Keep to the terms and conditions of the section;
- Try to prevent anything happening that may cause a claim;
- Take reasonable steps to keep any amount DAS have to pay as low as possible;
- Send everything DAS ask for, in writing;
- Give DAS full and truthful details of any claim as soon as possible and give DAS any information They need.

### **YOUR LEGAL REPRESENTATION**

- DAS can take over and conduct, in Your name, any claim or legal proceedings at any time. They can negotiate any claim on Your behalf.
- You are free to choose an Appointed Lawyer (by sending DAS a suitably qualified person's name and address) if:
  - DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent Your interests in those proceedings; or
  - There is a conflict of interest
- In all circumstances except those listed immediately above, DAS are free to choose an Appointed Lawyer.
- The Appointed Lawyer will be appointed by DAS to represent You according to Their standard terms of appointment, which may include a 'no-win, no-fee' agreement. The Appointed Lawyer must co-operate fully with DAS at all times.
- DAS will have direct contact with the Appointed Lawyer.
- You must co-operate fully with DAS and with the Appointed Lawyer and must keep DAS up to date with the progress of the claim.
- You must give the Appointed Lawyer any instructions that DAS ask for.

### **OFFERS TO SETTLE A CLAIM**

- You must tell DAS if anyone offers to settle a claim.
- If You do not accept a reasonable offer to settle a claim, DAS may refuse to pay further Legal Costs.
- DAS may decide to pay You the losses You are claiming instead of starting or continuing legal proceedings.

### **ASSESSING AND RECOVERING COSTS**

- You must tell the Appointed Lawyer to have Legal Costs taxed, assessed or audited, if DAS ask for this.
- You must take every step to recover Legal Costs that DAS have to pay and must pay them any Legal Costs that are recovered.

## **CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT**

If an Appointed Lawyer refuses to continue acting for You with good reason, or if You dismiss an Appointed Lawyer, the cover DAS provide will end at once and They will be entitled to reclaim from You Costs and Expenses They have paid.

## **ARBITRATION**

If there is a disagreement about the handling of a claim and it is not resolved through DAS' internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

## **FRAUDULENT CLAIMS**

DAS will, at Their discretion, void the section (make it invalid) from the date of claim, or alleged claim, and/or They will not pay the claim if:

- A claim You have made to obtain benefit under the section is fraudulent or intentionally exaggerated, or
- A false declaration is made in support of a claim.

## **OTHER INSURANCES**

DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

## **LAW THAT APPLIES**

This section will be governed by English law.

## SETTLING CLAIMS: LANDLORD LEGAL EXPENSES AND LANDLORD LEGAL EXPENSES & RENT GUARANTEE SECTIONS

### MAKING A CLAIM

Please note that all claims, other than claims under insured incident Rent Guarantee, must be reported to DAS no more than 90 days after the date You should have known about the insured incident.

For claims under insured incident Rent Guarantee (please note this is only operative if stated as operative in your policy schedule), please contact DAS if any part of the rent owed under the tenancy agreement is still unpaid 45 days after the date it was first due.

To make a claim under this section, please phone DAS on **0330 660 3663**. They will ask You about Your legal dispute and if necessary call You back at an agreed time to give You legal advice. If Your dispute needs to be dealt with as a claim under this section, DAS will give You a claim reference number. At this point They will not be able to tell You whether You are covered but They will pass the information You have given them to Their claims-handling teams and explain what to do next.

If You prefer to report Your claim in writing, You can send it to Their Claims Department at the following address: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

You may prefer to email Your claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

### WHEN DAS CANNOT HELP

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

### HELPLINE SERVICES

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, They may need to arrange to call You back depending on Your enquiry. To help DAS check and improve Their service standards, They may record all calls. When phoning, please tell DAS that you are a Homeprotect customer and provide Your policy number.

### LEGAL ADVICE SERVICE – 0330 660 3663

DAS 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 3663

DAS 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.



DAS will not accept responsibility if the Helpline Services fail for reasons They cannot control.

## **DASBUSINESSLAW**

### **What is DASbusinesslaw?**

DASbusinesslaw contains a range of how-to business and legal step-by-step tools, guides, document templates, interactive checklists and infographics to help Your property let business. Developed by solicitors and tailored by You using DAS' smart document builders You can create ready-to-sign contracts, agreements and letters in minutes.

### **How do I get started?**

- visit [dasbusinesslaw.co.uk](https://dasbusinesslaw.co.uk)
- enter DASBRES100 into the 'voucher code' text box and press Validate Voucher
- fill out Your name and email address, create a password, and specify what type of business You have
- validate Your email address by pressing the link in the confirmation email that You receive

## LANDLORD HOME EMERGENCY

### DAS' AGREEMENT

DAS agree to cover the costs of the assistance described in this section in respect of the insured incidents in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, policy and schedule.

Provided that:

The insured incident is sudden, unexpected and requires immediate corrective action to:

- Prevent damage or further damage to the Insured Property.
- Make the Insured Property secure; or
- Relieve unreasonable discomfort, risk to health or difficulty to You and/or Your Tenant(s).
- 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 DAS are unable to cover Your claim, They will try (if You wish) to arrange assistance at Your expense. The terms of such a service are a matter for You and the supplier.

### WHAT DAS WILL PAY

- DAS will arrange and They will pay for a contractor to take action up to the Emergency Assistance Limit for each insured incident.
- If the Insured Property remains uninhabitable overnight following an insured incident, DAS will reimburse You and/or Your Tenant(s) for Hotel Accommodation. You and/or Your Tenant(s) must send DAS all relevant invoice(s) before They will reimburse You and/or Your Tenant(s). The decision on whether the Insured Property is uninhabitable will take into account whether it would be fair and reasonable for You and/or Your Tenant(s) to remain in the Insured Property.

### WHAT DAS WILL NOT PAY

- Any costs over and above the Emergency Assistance Limit for each insured incident as shown in the Schedule.
- Any costs of overnight accommodation over and above the amount shown under Hotel Accommodation.

### INSURED INCIDENTS

Your Landlord Home Emergency section gives You 24-hour assistance in the Insured Property if You suffer one of the following insured incidents:

Please note under this section a Tenant can contact the 24-hour assistance phone line directly.

**Roof damage:** Any damage to the roof of the Insured Property where internal damage has been caused or is likely, excluding any roof You do not have sole responsibility for.

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

**Main Heating System:** Failure to function of the Main Heating System in the Insured Property.

**Domestic power supply:** Failure of the domestic electricity or gas supply, in the boundaries of the Insured Property.

**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 the Insured Property. If there is at least one functioning toilet in the Insured Property, there is no cover.

**Home security:** The failure of or damage to key operated internal lockable doors to access each Tenant(s) exclusive room in shared occupancy residence(s), or external doors, windows or locks resulting in the Insured Property becoming insecure.

**Lost Keys:** The only available set of keys to the Insured Property is lost, stolen or damaged and the Insured Person can't replace them, or can't gain normal access to each Tenant(s) exclusive room in shared occupancy residence(s) or to the Insured Property.

If You are not able to provide a set of keys a Tenant can contact the 24-hour assistance phone line directly.

**Vermin infestation:** An infestation by Vermin in the Insured Property which prevents the use of the loft or one or more rooms in the Insured Property.

## WHAT IS NOT COVERED

For the Plumbing and Drainage section, DAS will not pay for any claim relating to the following:

- Any claim relating to pipes for which Your water supply or sewerage company are responsible and rainwater drains and soakaways.

For the Main Heating System section, DAS will not pay for any claim relating to the following:

- Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems.
- Any form of solar heating or warm air system.

For the Domestic Power Supply section, DAS will not pay for any claim relating to the following:

- Failure of the mains supply.

## ADDITIONAL EXCLUSIONS: LANDLORD HOME EMERGENCY

### DAS WILL NOT PAY FOR:

- A claim following an insured incident which happens during the first 48 hours from the start of this section, if You take out this section at a different time from any other related agreement.
- An incident that happens when the Insured Property has been left unoccupied for 30 or more consecutive days.
- Costs incurred by an Insured Person before DAS have accepted a claim.
- Normal day-to-day maintenance of the Insured Property that an Insured Person should carry out or pay for (such as servicing of heating and hot-water systems).
- An incident that would require DAS to undertake repairs or any other remedial action to:
  - Shared roofs or communal areas of a property not owned by You or for which You do not have sole responsibility; or
  - Any shared fixtures and fittings, facilities or services outside the legal boundary of the Insured Property.
- Costs incurred where DAS' approved contractor has attended at an agreed time, but nobody aged 18 or over was at the Insured Property.
- The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.
- Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.
- An incident which happens because an Insured Person failed to carry out work or repairs that they were advised to undertake which would have meant the incident didn't happen.
- Equipment, or facilities that are under guarantee or warranty from the maker, supplier or installer.
- An incident that cannot be resolved safely by DAS' approved contractor (or which requires specialist assistance) because there are dangerous substances or materials or where conditions make attempting a repair dangerous.
- An incident resulting from a design fault or the incorrect installation, repair, modification, or maintenance of equipment or facilities.
- An incident arising from a deliberate act or omission by an Insured Person.
- Damage caused by gaining access to carry out repairs.
- An incident 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.
- An incident arising from the malfunction or blockage of septic tanks, cesspits or fuel tanks.
- An incident arising from Subsidence, landslip or heave.
- Any 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;
  - 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.

## ADDITIONAL CONDITIONS: LANDLORD HOME EMERGENCY

### MAINTENANCE

The Insured Person must maintain the Insured Property 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 the Insured Property.

### KEEPING TO THE TERMS OF THIS SECTION

An Insured Person must:

- Keep to the terms and conditions of this section;
- Take reasonable steps to avoid and prevent claims; and
- Take reasonable steps to avoid incurring unnecessary costs.

### REPLACEMENT PARTS

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

### CIRCUMSTANCES BEYOND DAS CONTROL

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

### FRAUDULENT CLAIMS

DAS will, at Their discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or They will not pay the claim if:

- A claim an Insured Person has made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
- A false declaration or statement is made in support of a claim.

### LOSSES NOT DIRECTLY COVERED BY THIS SECTION

DAS will not pay for losses that are not directly covered by this Section.

### OTHER INSURANCES

If any claim covered under this Section is also covered by another policy or would have been covered if this Section did not exist, DAS will only pay Their 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.



## SETTLING CLAIMS: LANDLORD HOME EMERGENCY

### HOW DAS CAN HELP

Once the Insured Person has checked that the emergency is an insured incident under this section, it's important they notify DAS as soon as possible by ringing **0330 660 3615**. DAS will ask the Insured Person to confirm:

- Your name and the Insured Property address including postcode;
- The nature of the problem.

DAS' phone lines are open 24 hours a day, 365 days a year. To help DAS check and improve Their service standards, They may record all calls.

DAS ask that the Insured Person does not arrange for a contractor themselves, because They won't pay for this or for any work that They haven't agreed to in advance. Someone aged 18 or over must be at the Insured Property when the DAS contractor arrives.

If DAS accept the claim, They will arrange, and They will pay for, a contractor to resolve the insured incident taking into account what would be fair and reasonable in the circumstances. DAS will either:

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

### WHEN DAS CANNOT HELP

In a situation that could result in serious risk to an Insured Person or substantial damage to the Insured Property, the Insured Person should immediately contact the emergency services (fire, police or ambulance). If the Insured Person thinks there is a gas leak, they 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, the Insured Person should also contact any company responsible for supplying the service.

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

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

Please also refer to **"What DAS will not pay"**, **"Additional exclusions: Landlord Home Emergency"** and **"Additional conditions: Landlord Home Emergency"** throughout this section.

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

## COMPLAINTS ABOUT DAS

DAS always aim to give you a high quality service. If you think DAS have let you down, you can contact Them by:

- phoning **0344 893 9013**
- emailing **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 Their online complaint form at **[www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)**

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

If you are not happy with the complaint outcome or if DAS have been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**).

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**
- writing to **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

Further information is available on their website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

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

## THE FINANCIAL SERVICES COMPENSATION SCHEME

DAS are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if DAS cannot meet Their obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, **[www.fscs.org.uk](http://www.fscs.org.uk)**.

## 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.

### LANDLORD LEGAL EXPENSES & RENT GUARANTEE CLAIMS

0330 660 3663



Open 24 hours per day

### LANDLORD HOME EMERGENCY CLAIMS

0330 660 3615



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 4*