



**home  
protect**

**POLICY BOOKLET**

*Full Legal Expenses*

*Full Home Emergency*

## WELCOME

This booklet is relevant to you if you use your property as a *holiday home, bed and breakfast, weekend/weekday home* or if the property is *unoccupied* and if your schedule highlights that Full Legal Expenses or Full Home Emergency 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 legal expenses and home emergency cover. DAS have a tremendous pedigree and we have every confidence that they will provide you with a first class service.

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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 BOOKLET

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:

### Cover

The benefits available to You under each Cover Option.

### 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

### 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

Full Legal Expenses and/or Full 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(s), have agreed, to insure.



## Statement of fact

A record of the information You provided Us when originally applying for this insurance 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.

## United Kingdom

The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

## Unoccupied

Not being lived in by You or Your family, or any other person with Your permission for more than 30 consecutive days unless noted in the Statement of Fact.

## We / Us / Our

Avantia Insurance Limited, trading as Homeprotect.

## DEFINITIONS APPLICABLE TO FULL LEGAL EXPENSES

These definitions are specific to the Full Legal Expenses section. Wherever the following words appear in the Full Legal Expenses section they will have the meanings shown below. If there is a conflict in the Full Legal Expenses section between a definition stated below and a definition elsewhere in the booklet, the definition given below will apply.

### Appointed Representative

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

### Costs and Expenses

- All reasonable and necessary costs chargeable by the Appointed Representative and agreed by DAS 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 DAS' 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 DAS will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee arrangement (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.

### Domestic Employee

A person who is employed to carry out domestic duties in the Insured Property

### Date of Occurrence

- For civil cases (other than insured incident Tax Protection), 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.
- For insured incident Tax Protection, the date when HM Revenue & Customs first notifies You in writing of its intention to make an enquiry.

### Identity Theft

The theft or unauthorised use of Your personal identification which has resulted in the unlawful use of Your identity.

## Insured Property

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

## Preferred Law Firm

A law firm or barristers' chamber DAS 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 DAS' agreed service standard levels, which They audit regularly. The Preferred Law Firm is 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 DAS 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%. DAS, or a Preferred Law Firm on Their behalf, will assess whether there are Reasonable Prospects.

## You / Your / Insured

### ***Legal Expenses Section 1A (Holiday homes legal expenses)***

The person who has taken out the Policy (the policyholder). If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

### ***Legal Expenses Section 1B (Weekday and weekend home legal expenses)***

The person who has taken out the Policy (the policyholder). You must be regularly resident at the Insured Property covered under the Policy. Cover also applies to any member of Your family who always lives with You. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this Cover must have Your agreement to claim. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

### ***Legal Expenses Section 1C (Unoccupied property legal expenses)***

The person who has taken out the Policy (the policyholder) and any member of Your family who always lives with You. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this Cover must have Your agreement to claim. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf.

### ***Legal Expenses Section 1D (Bed & Breakfast legal expenses)***

The person who has taken out the Policy (the policyholder). You must be permanently resident at the Insured Property covered under the Policy. Cover also applies to any member of Your family who always lives with You. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this Cover must have Your agreement to claim. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

## DEFINITIONS APPLICABLE TO FULL HOME EMERGENCY

These definitions are specific to the Full Home Emergency section. Wherever the following words appear in the Full Home Emergency section they will have the meanings shown below. If there is a conflict in the Full Home Emergency section between a definition stated below and a definition elsewhere in the booklet, 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 the Insured Property; or
- Make the Insured Property 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.

### Hotel Accommodation

The room-only cost of accommodation for Insured People if the Insured Property remains uninhabitable following an Emergency. The most DAS will pay for Hotel Accommodation is £250 (including VAT).

### Insured Person/People

You and any person who lives in or is staying at the Insured Property

### Insured Property

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

### 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.

## Vermin

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

## You / Your / Insured

The person who has taken out this Policy.



## 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

This Cover begins on the start date of the Policy and continues for a period of 12 months unless we notify you otherwise or unless You purchase the Cover Options during the term of the Policy, in which case this Cover begins on the date You purchase the Cover Options and ends on the same date the 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).

## FULL LEGAL EXPENSES

### DAS AGREEMENT

DAS 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 section, provided that

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

### WHAT DAS WILL PAY

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

- 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 £50,000
- The most DAS will pay in Costs and Expenses is no more than the amount They would have paid to a Preferred Law Firm. The amount They 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 DAS within the time limits allowed that You want to appeal. Before DAS pay the Costs and Expenses for appeals, They 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 section, DAS 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 DAS will pay in Costs and Expenses is the value of the likely award.

### WHAT DAS 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 DAS.
- If You are registered for VAT DAS will not pay the VAT element of any Costs and Expenses.
- 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.

The Policy wording for this Cover Option is divided into four separate sections, used to distinguish between different types of Property usage.

- **Section 1A** applies to the Insured Property being used as a holiday home (for either family use, or short-term let)



- **Section 1B** applies to the Insured Property being used as a weekend or weekday home (which is otherwise Unoccupied)
- **Section 1C** applies to the Insured Property being Unoccupied
- **Section 1D** applies to the Insured Property being used as a bed & breakfast (which You own and occupy)

## LEGAL EXPENSES COVER SECTION 1A (HOLIDAY HOMES)

### INSURED INCIDENTS

**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
- Buying or selling of the Insured Property

Please note that:

- You must have entered into the agreement or alleged agreement during the Period of Insurance
- The amount in dispute must be more than £250 (including VAT)

**Property protection:** A civil dispute relating to the Insured Property, 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 £100

Please note DAS will not defend Your legal rights but They 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 possessions that are subject of the dispute.

**Personal injury:** A specific or sudden accident that causes Your death or bodily injury to You.

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

**Tax protection:** A comprehensive examination by HM Revenue & Customs that considers all areas of Your self-assessment tax return, but not enquiries limited to one or more specific area.

**Identity theft protection:**

- Following a call to the Identity Theft helpline service DAS will assign a personal caseworker who will provide phone advice and a personal action plan to help regain Your identity.
- If You become a victim of Identity Theft, DAS will pay the costs You incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service

providers, other creditors or debt-collection agencies. DAS will also pay the cost of replacement documents to help restore Your identity and credit status.

- Following Your Identity Theft DAS will pay:
  - Costs and Expenses to reinstate Your identity including costs for the signing of statutory declarations or similar documents
  - Costs and Expenses to defend Your legal rights in a dispute with debt collectors or any party taking legal action against You arising from or relating to Identity Theft
  - Loan-rejection fees and any re-application administration fee for a loan when Your original application has been rejected.

Please note that:

- You must notify Your bank or building society as soon as possible
- You must tell DAS if You have previously suffered Identity Theft, and
- You must take all reasonable action to prevent continued unauthorised use of Your identity.

## WHAT IS NOT COVERED

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

- Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- The settlement payable under an insurance policy (DAS 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 the Insured Property). However, DAS 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 Property Protection section, DAS will not pay for any claim relating to the following:

- A contract You have entered into
- Any building or land except the Insured Property
- 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 Personal Injury section, DAS 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 Tax Protection section, DAS will not pay for any claim relating to the following:

- Any claim relating to matters where You are self-employed, or a sole trader, or in a business partnership
- An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office

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

- Fraud committed by anyone entitled to make a claim under this section
- Losses arising from Your business activities

## LEGAL EXPENSES COVER SECTION 1B (WEEKDAY AND WEEKEND HOME)

### INSURED INCIDENTS

***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

Please note that:

- You must have entered into the agreement or alleged agreement during the Period of Insurance
- The amount in dispute must be more than £250 (including VAT)

***Property protection:*** A civil dispute relating to the Insured Property, 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 £100

Please note DAS will not defend Your legal rights but They 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 possessions that are subject of the dispute.

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

***Tax protection:*** A comprehensive examination by HM Revenue & Customs that considers all areas of Your self-assessment tax return, but not enquiries limited to one or more specific area.

***Identity theft protection:***

- Following a call to the Identity Theft helpline service DAS will assign a personal caseworker who will provide phone advice and a personal action plan to help regain Your identity.

- If You become a victim of Identity Theft, DAS will pay the costs You incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. DAS will also pay the cost of replacement documents to help restore Your identity and credit status.
- Following Your Identity Theft DAS will pay:
  - Costs and Expenses to reinstate Your identity including costs for the signing of statutory declarations or similar documents
  - Costs and Expenses to defend Your legal rights in a dispute with debt collectors or any party taking legal action against You arising from or relating to Identity Theft
  - Loan-rejection fees and any re-application administration fee for a loan when Your original application has been rejected.

Please note that:

- You must notify Your bank or building society as soon as possible
- You must tell DAS if You have previously suffered Identity Theft, and
- You must take all reasonable action to prevent continued unauthorised use of Your identity.

## WHAT IS NOT COVERED

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

- Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- The settlement payable under an insurance policy (DAS 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. However, DAS 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 Property Protection section, DAS will not pay for any claim relating to the following:

- A contract You have entered into
- Any building or land except the Insured Property
- 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 Personal Injury section, DAS 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 Tax Protection section, DAS will not pay for any claim relating to the following:

- Any claim relating to matters where You are self-employed, or a sole trader, or in a business partnership
- An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office

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

- Fraud committed by anyone entitled to make a claim under this section
- Losses arising from Your business activities

## LEGAL EXPENSES COVER SECTION 1C (UNOCCUPIED PROPERTY)

### INSURED INCIDENTS

***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

Please note that:

- You must have entered into the agreement or alleged agreement during the Period of Insurance
- The amount in dispute must be more than £250 (including VAT)

***Property protection:*** A civil dispute relating to the Insured Property, 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 £100

Please note DAS will not defend Your legal rights but They 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 possessions that are subject of the dispute.

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

***Tax protection:*** A comprehensive examination by HM Revenue & Customs that considers all areas of Your self-assessment tax return, but not enquiries limited to one or more specific area.

***Identity theft protection:***



- Following a call to the Identity Theft helpline service DAS will assign a personal caseworker who will provide phone advice and a personal action plan to help regain Your identity.
- If You become a victim of Identity Theft, DAS will pay the costs You incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. DAS will also pay the cost of replacement documents to help restore Your identity and credit status.
- Following Your Identity Theft DAS will pay:
  - Costs and Expenses to reinstate Your identity including costs for the signing of statutory declarations or similar documents
  - Costs and Expenses to defend Your legal rights in a dispute with debt collectors or any party taking legal action against You arising from or relating to Identity Theft
  - Loan-rejection fees and any re-application administration fee for a loan when Your original application has been rejected.

Please note that:

- You must notify Your bank or building society as soon as possible
- You must tell DAS if You have previously suffered Identity Theft, and
- You must take all reasonable action to prevent continued unauthorised use of Your identity.

## WHAT IS NOT COVERED

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

- Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- The settlement payable under an insurance policy (DAS 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. However, DAS 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 Property Protection section, DAS will not pay for any claim relating to the following:

- A contract You have entered into
- Any building or land except the Insured Property
- 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 Personal Injury section, DAS 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 Tax Protection section, DAS will not pay for any claim relating to the following:

- Any claim relating to matters where You are self-employed, or a sole trader, or in a business partnership
- An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office

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

- Fraud committed by anyone entitled to make a claim under this section
- Losses arising from Your business activities

## LEGAL EXPENSES COVER SECTION 1D (BED AND BREAKFAST)

### INSURED INCIDENTS

#### *Employment disputes:*

- Costs and Expenses for Your (excluding Domestic Employees) legal rights in a dispute relating to Your contract of employment or future employment.
- Costs and Expenses for defending Your legal rights in legal proceedings in respect of any dispute with:
  - A Domestic Employee or ex-Domestic Employee or a trade union acting on behalf of a Domestic Employee or ex-Domestic Employee which arises out of, or relates to, a contract of employment with You; or
  - A Domestic Employee or ex-Domestic Employee arising from an alleged breach of their statutory rights under employment legislation

***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

Please note that:

- You must have entered into the agreement or alleged agreement during the Period of Insurance
- The amount in dispute must be more than £250 (including VAT)

***Property protection:*** A civil dispute relating to the Insured Property, 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 £100

Please note DAS will not defend Your legal rights but They 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 possessions that are subject of the dispute.

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

***Tax protection:*** A comprehensive examination by HM Revenue & Customs that considers all areas of Your self-assessment tax return, but not enquiries limited to one or more specific area.

#### **Identity theft protection:**

- Following a call to the Identity Theft helpline service DAS will assign a personal caseworker who will provide phone advice and a personal action plan to help regain Your identity.

- If You become a victim of Identity Theft, DAS will pay the costs You incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. DAS will also pay the cost of replacement documents to help restore Your identity and credit status.
- Following Your Identity Theft DAS will pay:
  - Costs and Expenses to reinstate Your identity including costs for the signing of statutory declarations or similar documents
  - Costs and Expenses to defend Your legal rights in a dispute with debt collectors or any party taking legal action against You arising from or relating to Identity Theft
  - Loan-rejection fees and any re-application administration fee for a loan when Your original application has been rejected.

Please note that:

- You must notify Your bank or building society as soon as possible
- You must tell DAS if You have previously suffered Identity Theft, and
- You must take all reasonable action to prevent continued unauthorised use of Your identity.

***Criminal pre-proceedings legal defence:*** Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that You have or may have committed a criminal offence.

*Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Countries Covered shall be any place where the Act applies.*

Please note DAS will only cover criminal investigations and/or prosecutions which arise in direct connection with the business of the Insured Property shown in the Policy Schedule.

***Criminal prosecution legal defence:*** Following an event which leads to You being prosecuted in a court of criminal jurisdiction.

*Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Countries Covered shall be any place where the Act applies.*

Please note DAS will only cover criminal investigations and/or prosecutions which arise in direct connection with the business of the Insured Property shown in the Policy Schedule.

***Commercial contract disputes:*** Costs and Expenses for a contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services in relation to the Insured Property.

*Provided that:*

- *The amount in dispute exceeds £250 (incl VAT) and does not exceed £5,000 (incl VAT)*
- *If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (incl VAT) but do not exceed £5,000 (incl VAT)*
- *If the dispute relates to money owed to You, a claim under this section is made within 90 days of the money becoming due and payable*

## WHAT IS NOT COVERED

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

- Employers' disciplinary hearings and internal grievance procedures;
- Any claim relating solely to personal injury (please refer to insured incident Personal Injury)
- Any claim arising from, or relating to Transfer of Undertaking Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- A settlement agreement while You are still employed

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

- Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- The settlement payable under an insurance policy (DAS 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. However, DAS 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 Property Protection section, DAS will not pay for any claim relating to the following:

- A contract You have entered into
- Any building or land except the Insured Property
- 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 Personal Injury section, DAS 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 Tax Protection section, DAS will not pay for any claim relating to the following:



- Any claim relating to matters where You are self-employed, or a sole trader, or in a business partnership
- An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office

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

- Fraud committed by anyone entitled to make a claim under this section
- Losses arising from Your business activities

For the Criminal Pre-proceedings Legal Defence section, DAS will not pay for any claim relating to the following:

- Any criminal investigations or enquiry by, with or on behalf of HM Revenue & Customs
- Investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

For the Criminal Prosecution Defence section, DAS will not pay for any claim relating to the following:

- Prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

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

- A dispute arising from an agreement entered into prior to the start of this section of the Policy if the Date of Occurrence is within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before
- Construction work, designing, converting or extending the Insured Property where the contract value exceeds £5,000 (including VAT)
- A dispute relating to an insurance policy, other than when Your insurer refuses Your claim
- The sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, DAS will cover a dispute with a professional adviser in connection with these matters
- A loan, mortgage, pension, guarantee or any other financial product. However, DAS will cover a dispute with a professional adviser in connection with these matters
- A motor vehicle owned by, hire or leased to You
- A dispute with a Domestic Employee or ex-Domestic Employee which arises out of, or relates to, a contract of employment with You. (Please refer to insured incident Employment Disputes)
- A dispute which arises out of the:
  - Sale or provision of computer hardware, software, systems or services; or
  - The purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification
- The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists
- A dispute arising from a breach or alleged breach of professional duty by You.

## **ADDITIONAL EXCLUSIONS: FULL LEGAL EXPENSES**

### **THE INSURER WILL NOT PAY FOR:**

#### **LATE REPORTED CLAIMS**

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

#### **COSTS DAS HAVE NOT AGREED**

Costs and Expenses incurred before Their 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 DAS HAVE NOT AGREED**

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

#### **INTELLECTUAL PROPERTY RIGHTS**

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, Intellectual property, secrecy and confidentiality agreements.

#### **WILFUL ACTS**

Any wilful act or omission by You deliberately intended to cause a claim under this section

#### **FRANCHISE OR AGENCY AGREEMENTS**

Any claim relating to rights under a franchise or agency agreement entered into by You.

#### **DEFAMATION**

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

#### **A DISPUTE WITH DAS OR HOMEPROTECT**

A dispute with DAS or Homeprotect not otherwise dealt with under section condition – Arbitration.

#### **SHAREHOLDING OR PARTNERSHIP DISPUTES**

Any claim relating to a shareholding or partnership share in connection with the business of the Insured Property.

#### **JUDICIAL REVIEW**

Costs 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 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.

## **LITIGANT IN PERSON**

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

## **ADDITIONAL CONDITIONS: FULL LEGAL EXPENSES**

### **YOUR LEGAL REPRESENTATION**

- On receiving a claim, if legal representation is necessary, DAS will appoint a Preferred Law Firm as Your Appointed Representative to deal with Your claim. The Appointed Representative 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, DAS 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 DAS will pay is the amount They would have paid if They had agreed to the DAS Standard Terms of Appointment. The amount DAS 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 DAS at all times and must keep DAS up to date with the progress of the claim.

### **YOUR RESPONSIBILITIES**

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

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

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

### **ASSESSING AND RECOVERING COSTS**

- You must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if DAS ask for this.
- You must take every step to recover Costs and Expenses that DAS have to pay and must pay them 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 DAS provide will end immediately, unless DAS 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, DAS can withdraw cover and will be entitled to reclaim from You any Costs and Expenses They have paid.

## EXPERT OPINION

DAS may require You to get, at Your own expense, an opinion from an expert that They consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between You and DAS. Subject to this, DAS 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 DAS have agreed to) or make a successful defence.

## 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.

## 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 DAS ask for, in writing, and
- Report to DAS full and factual details of any claim as soon as possible and give DAS any information They need.

## 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 You have 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.

## CLAIMS UNDER THIS SECTION BY A THIRD PARTY

Apart from DAS, 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, 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.

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.



# SETTLING CLAIMS: FULL LEGAL EXPENSES

## HELPING YOU WITH YOUR LEGAL PROBLEMS

If You wish to speak to DAS legal teams about a legal problem, please phone DAS on **0330 660 0660**. DAS 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 DAS on **0330 660 0660** and They will give You a reference number. At this point DAS 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.

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that You should do so. If You do, DAS 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, DAS 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 0660

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 0660

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.

### IDENTITY THEFT SERVICE – 0330 660 0660

If You are a resident in the UK or the Channel Islands, DAS will provide You with detailed guidance and advice over the phone about being or becoming a victim of Identity Theft.

This helpline is open 8am-8pm, seven days a week.

The following helplines are specific to section 1D (Bed & Breakfast) legal expenses cover:

### **COMMERCIAL LEGAL ADVICE – 0330 660 0660**

Advice can be provided on any commercial legal problem in connection with the business of the Insured Property under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Commercial Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call You back at a time to suit You.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist matters, DAS will refer You to one of Their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside these times, DAS will arrange to call You back.

### **COMMERCIAL TAX ADVICE – 0330 660 0660**

Advice can be provided on any tax matters affecting the business of the Insured Property, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back.

# FULL HOME EMERGENCY

## DAS AGREEMENT

DAS 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 section, provided 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, DAS will try (if You wish) to arrange it 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 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 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 if the only available set of keys have been lost, stolen or damaged and unusable.
- DAS will pay up to the Emergency Assistance Limit for each insured incident following an Emergency.
- If the Insured Property remains uninhabitable overnight following an insured incident, DAS will pay for Hotel Accommodation. The decision on whether the Insured Property is uninhabitable will take into account whether it would be fair and reasonable to remain in the Insured Property.

## WHAT DAS 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 the Insured Property 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 the Insured Property.

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

**Domestic power supply:** Failure of the Insured Properties 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 the Insured Property. If there is at least one functioning toilet in the Insured Property, there is no cover.

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

***Lost keys:*** The only available set of keys to the Insured Property are lost, damaged and unusable and You cannot replace them, or cannot gain normal access.

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

## **ADDITIONAL EXCLUSIONS: FULL HOME EMERGENCY**

### **THE INSURER WILL NOT PAY FOR:**

#### **WAITING PERIOD**

A claim following an insured incident which happens during the first 7 days from the start of the Period of Insurance if You take out this section at a different time from any other related agreement

#### **UNOCCUPIED HOMES**

A claim where the Insured Property has been left Unoccupied for 30 or more consecutive days, unless Your Property is noted as being Unoccupied in the Statement of Fact.

#### **NOBODY AT HOME**

Costs incurred where DAS' approved contractor has attended at an agreed time but nobody aged 18 or over was at the Insured Property.

#### **COSTS DAS HAVE NOT AGREED**

Costs incurred by an Insured Person before DAS have accepted a claim.

#### **RISK TO HEALTH AND SAFETY**

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

#### **HOME MAINTENANCE**

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).

#### **DELIBERATE ACTS**

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

#### **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 (DAS 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 of 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 DAS 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 the Insured Property.



## **ADDITIONAL CONDITIONS: FULL HOME EMERGENCY**

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

An Insured Person must:

- Keep to the terms and conditions of this section;
- 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;
- 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.

### **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 reasonable 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. For example, DAS 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, 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 of Great Britain and Northern Ireland, Channel Islands or Isle of Man where You normally live.

# SETTLING CLAIMS: FULL HOME EMERGENCY

## HOW DAS CAN HELP

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

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

DAS will provide assistance only if They have given Their agreement and only if there is someone aged 18 or over at the Insured Property when Their approved contractor arrives.

To claim under this section, please phone DAS on **0330 660 0660** and state:

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

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

## WHEN DAS CANNOT HELP

In a situation that could result in serious risk to You or substantial damage to the Insured Property, 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 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 pay**”, “**Additional exclusions: Home Emergency**” and “**Additional conditions: Home Emergency**” throughout this section.

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

## COMPLAINTS

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

If You have any questions about the administration of Your Policy, You should contact Us on 0330 660 1000. Copies of Our complaints procedures are also available by contacting this number. If You have any concerns about a claim You should refer the matter to the Insurer. Their contact details are provided on Your Schedule.

### Complaints about DAS

DAS always aims 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](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 an 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 We or DAS cannot resolve the matter to Your satisfaction, We will provide You with Our final response so that You can, if You wish, refer the matter to the Financial Ombudsman Service. If You make a complaint, Your right to Legal Action against Us is not affected. Their contact details can be found on the final page of this booklet.

## THE FINANCIAL SERVICES COMPENSATION SCHEME

If We or the Insurers 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 about the Scheme is available from the Financial Services Compensation Scheme (Beaufort House, 15 St Botolph St, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## LAW & JURISDICTION APPLICABLE TO THE INSURANCE

The parties are free to choose the law applicable to this insurance Policy. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## 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

0333 234 3407



Open 24 hours per day

### HOME EMERGENCY CLAIMS

0333 234 3421



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 3*