



**HomeProtect.co.uk**

**Your Landlord Legal Expenses,  
Home Emergency and Key Protection Cover**

**POLICY BOOKLET**



# Welcome

Thanks for choosing us to protect your home.

## We're different

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

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

## What's coming up in this booklet

This booklet is relevant if you're a residential landlord and your schedule highlights that Legal Expenses with and without Rent Guarantee, Home Emergency cover or Key Protection Cover is included within your policy.

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

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

- All the details shown in the statement of fact and schedule are correct (let us know immediately if any changes are necessary);
- You have read the conditions relating to the cover options including the general conditions and exclusions;
- You understand the notes on how to make a claim as shown throughout the policy document.

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

Mark Eastham  
CEO - HomeProtect

## Definitions Applicable to the whole Policy

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

### **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.

### **Consequential Loss**

Any costs that are directly or indirectly caused by the event which led to a Claim unless specifically stated in this Policy.

### **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/Clause(s)**

A change in the terms and conditions of this Policy.

### **Heave**

The upward movement of the ground supporting the building.

### **Insurer(s)**

***Landlord Legal Expenses, Landlord Legal Expenses & Rent Guarantee and Landlord Home Emergency:***

DAS Legal Expenses Insurance Company Limited

### **Key protection:**

Astrenska Insurance Limited

### **Insured property**

The Property shown in the Schedule and the Tenancy Agreement.

### **Landslip**

Downward movement of sloping ground.

### **Period of Insurance**

As shown on Your Schedule or, if you purchase Cover after the start date of Your buildings and contents Policy, the Period of Insurance starts at the date of purchase of the additional Cover Option and expires when the buildings and contents Policy expires, as shown on Your Schedule.

### **Policy**

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

**Provider(s)*****Landlord Legal Expenses, Landlord Legal Expenses & Rent Guarantee and Landlord Home Emergency:***

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).

***Key protection:***

This insurance is arranged by Motorplus t/a Coplus and is underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202846. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority.

**Schedule**

The Schedule is part of this Policy and contains details of what You have chosen, and the Insurers have agreed, to insure.

**Statement of fact**

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

**Subsidence**

Downward movement of the ground beneath the buildings 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.

***For Legal Expenses & Home Emergency:***

DAS Legal Expenses Insurance Company Limited

## 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 the Legal Expenses section 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 We 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 Our agreement.

### **Countries covered**

The United Kingdom of Great Britain and Northern Ireland.

### **Date of occurrence**

- For civil cases (except under insured incident 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.

### **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 We 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 Us about.

**We/us/our/DAS**

DAS Legal Expenses Insurance Company Limited

## 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 Legal Expenses section they will have the meanings shown below. If there is a conflict in the Legal Expenses section between a definition stated below and a definition elsewhere in the policy, the definition given below will apply.

### **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 We 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

### **We/us/our/DAS**

DAS Legal Expenses Insurance Company Limited

### **You/your**

The person who has taken out this section



## Definitions Applicable to Key Protection Cover

These definitions form part of the main Policy definitions but are specific to Key Protection Cover. Wherever the following words appear they will have the meanings shown below.

**Fob**

The numbered tag issued to the Policyholder by the Provider which the Provider has registered in the Policyholder's name.

**Insured Event**

The loss or theft of, or damage to, any Insured Key.

**Insured Key**

Any key which is attached to the Fob.

**Limit of Indemnity**

£1,500 being the maximum amount payable in aggregate in each Period of Insurance.

**Policyholder**

The person in whose name the Provider has registered the Fob.

**Provider**

This insurance is arranged by Motorplus t/a Coplus and is underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority

**Territorial Limits**

The United Kingdom

**You / Your**

The Policyholder and any immediate member of their family residing at the same address as the Policyholder during the Period of Insurance.

## Getting Started: Important information applicable to the whole Policy

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

### Cooling off Period

You are entitled to cancel this insurance 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.

Your premium will be refunded provided You have not made a Claim, but We retain the right to charge a fee to cover Our expenses. If We have charged You an administration fee to arrange this insurance, it is non-refundable and will be deducted from any amount due to You as a refund. Please see the document entitled: "Important Information About Our Insurance Services" for details of all fees that apply.

### Your right to cancel the policy

If this Cover does not meet Your requirements, please return all Your documents within 14 days of receipt. We will return any premium paid, less a cancellation fee, providing no Claims have been made during that time. Please see the document entitled: "Important Information About Our Insurance Services" for details of the cancellation fee. For cancellation after 14 days, please see the relevant section in the policy document for cancellation terms.

### Cancellation and Fees

- We or the Insurer(s) can cancel the insurance by giving You 30 days' written notice by recorded delivery at Your last known address. Any return premium due to You will depend on how long this insurance has been in force and whether You have made a Claim.
- Outside the cooling off period, You can also cancel this insurance at any time by contacting Us. However, there will be no return premium due to You. Details of any non-refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".
- If We are unable to collect Policy fees, charges, or premiums that are due to us under the terms of Your Policy, We reserve the right to forward Your account to a debt collection company for their assistance. You would then be required to pay all further charges incurred in relation to collection of the debt, in addition to the original sum owed.
- If any party to this insurance cancels all Cover under sections 1 to 6 of the main HomeProtect home insurance Policy at any time during the Period of Insurance, We will automatically cancel all of the additional Cover Options You purchased and that appear on Your latest Schedule.
- If You make a Claim which is in any way dishonest, the Policy shall become void. If We or the Insurer pay any benefit and later discover that Your Claim was dishonest, We or the Insurer will take steps to get the money back.
- If the Insurer cancels the policy and/or any additional covers You will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time the Insurer has provided cover.

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

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

### **Complaints**

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

#### **All complaints relating to Landlord Legal Expenses, Landlord Legal Expenses & Rent Guarantee and Landlord Home Emergency:**

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

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

All complaints to **Key Protection to:**

Quality Assurance Team,  
Coplus,  
Floor 2,  
Norfolk Tower,  
48-52 Surrey Street,  
Norwich  
NR1 3PA

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

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

You may contact the Financial Ombudsman Service at:

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

Tel: 0800 023 4567 or 0300 123 9123

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

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

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

## **The Financial Services Compensation Scheme**

If We or the 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 is available from the FSCS.

## **Key protection only: Sanctions**

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

## **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.

## **Notice**

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the subscribers is available upon request or You can visit [www.cueuk.org](http://www.cueuk.org) for further information. In dealing with Your application, this register may be searched and in the event of a Claim, the information You have supplied together with other information relating to the Claim may be put on the register and made available to subscribers.

## **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.

## **Legal Expenses & Home Emergency – Data Protection:**

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

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. We will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

### ***Who We Are***

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

### ***How We Will Use Your Information***

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

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

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

### ***What Is Our Legal Basis For Processing Your Information?***

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

### ***How Long Will Your Information Be Held For?***

We will retain personal data for 7 years. We will only retain and use the personal data thereafter as necessary to comply with Our legal obligations, resolve disputes, and enforce Our agreements. If you no longer want Us to use the personal data, please contact Us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### ***What Are Your Rights?***

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

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased

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

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

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

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

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

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

## Landlord Legal Expenses

### What is covered

We 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 We 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 We have agreed to).

### What we will pay

For an insured incident under this section, We 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 Us within the time limits allowed that You want Us to appeal; and
  - We agree that it is always more likely than not that the appeal will be successful;
- Opponents' Costs;
- Storage Costs

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

### Insured incidents

**Repossession:** We 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:** We 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:** We will negotiate for Your civil rights to evict anyone who is not Your tenant or ex-tenant from Your Property and who has not got 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:** We 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:** We 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, We will negotiate for You and represent You in any subsequent appeal proceedings.

**Contract disputes:** We 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, We 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, We 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 (We 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

We 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 We 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 We have agreed to).

### What we will pay

For an insured incident under this section, We 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 Us within the time limits allowed that You want Us to appeal; and
  - We 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 Us 30 days in arrears as shown under insured incident Rent Guarantee under this section;
- Storage Costs

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

### Insured incidents

**Repossession:** We 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:** We 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:** We will negotiate for Your civil rights to evict anyone who is not Your tenant or ex-tenant from Your Property and who has not got 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:** We 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:** We 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, We will negotiate for You and represent You in any subsequent appeal proceedings.

**Contract disputes:** We 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:** We will

- Pay Your Rent Arrears while Your tenant or ex-tenant still occupies Your Property;

- If after vacant possession Your Property needs damage repaired to enable You to re-let it, We 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 We have accepted Your claim under insured incident Repossession.*

\*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)

## **What is not covered**

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

- Rent Arrears once Your Property is re-let

## Additional exclusions applicable to Landlord Legal Expenses and Landlord Legal Expenses & Rent Guarantee sections

### The Insurer will not pay for:

- Any claim reported to Us 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 We 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 Us not otherwise dealt with under section condition Arbitration.
- Any legal action You take which We or the Appointed Lawyer have not agreed to or where You do anything that hinders Us or the Appointed Lawyer.
- Apart from Us, 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 We have to pay as low as possible;
- Send everything We ask for, in writing;
- Give Us full and truthful details of any claim as soon as possible and give Us any information We need.

### Your legal representation

- We can take over and conduct, in Your name, any claim or legal proceedings at any time. We can negotiate any claim on Your behalf.
- You are free to choose an Appointed Lawyer (by sending Us a suitably qualified person's name and address) if:
- We 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, We are free to choose an Appointed Lawyer.
- The Appointed Lawyer will be appointed by Us to represent You according to Our standard terms of appointment, which may include a 'no-win, no-fee' agreement. The Appointed Lawyer must co-operate fully with Us at all times.
- We will have direct contact with the Appointed Lawyer.
- You must co-operate fully with Us and with the Appointed Lawyer and must keep Us up to date with the progress of the claim.
- You must give the Appointed Lawyer any instructions that We ask for.

### Offers to settle a claim

- You must tell Us if anyone offers to settle a claim.
- If You do not accept a reasonable offer to settle a claim, We may refuse to pay further Legal Costs.
- We 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 We ask for this.

- You must take every step to recover Legal Costs that We have to pay and must pay Us 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 We provide will end at once and We will be entitled to reclaim from You Costs and Expenses We have paid.

### **Arbitration**

If there is a disagreement about the handling of a claim and it is not resolved through Our 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, We 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**

We will, at Our discretion, void the section (make it invalid) from the date of claim, or alleged claim, and/or We 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**

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this 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**

To make a claim under this section, please phone Us on **0330 660 3663**. We 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, We will give You a claim reference number. At this point We will not be able to tell You whether You are covered but We will pass the information You have given Us to Our claims-handling teams and explain what to do next.

If You prefer to report Your claim in writing, You can send it to Our 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 Us at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

### **When we cannot help**

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

### **Helpline services**

You can contact Our UK-based call centre 24 hours a day, seven days a week. However, We may need to arrange to call You back depending on Your enquiry. To help Us check and improve Our service standards, We may record all calls. When phoning, please tell Us Your policy number and the name of the insurance provider who sold You this policy

### **Legal advice service – 0330 660 3663**

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

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

### **Tax advice service – 0330 660 3663**

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

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

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

## Landlord Home Emergency

### Our agreement

We 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 We are unable to cover Your claim, We 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 we will pay

- We will arrange and We 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, We 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 We 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 we 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, We 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, We 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, We will not pay for any claim relating to the following:

- Failure of the mains supply

## Additional exclusions Landlord Home Emergency

The Insurer 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 We 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 Us 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 Our 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 Our 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

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

### Circumstances beyond DAS control

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

### Fraudulent claims

We will, at Our discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or We 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

We 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, We will only pay Our share of the claim even if the other insurer refuses the claim.

### Law that applies

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

## Settling claims: Landlord Home Emergency

### How we can help

Once the Insured Person has checked that the emergency is an insured incident under this section, it's important they notify Us 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.

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

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

If We accept the claim, We will arrange, and We will pay for, a contractor to resolve the insured incident taking into account what would be fair and reasonable in the circumstances. We 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 we 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 Our usual service standards may be affected by circumstances beyond Our reasonable control such as remote locations, bad weather or availability of parts.

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

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

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

## Key Protection cover

### What is covered

Motorplus Limited trading as Coplus provide the services and benefits described in this Cover Option during the Period of Insurance for which You have paid the premium. The Policy is underwritten by Astrenska Insurance Limited.

### Important Information

This is a contract of insurance between You and Astrenska Insurance Limited. The insurance provided covers certain Costs and Expenses, subject to the terms, Limit of Indemnity, exclusions and conditions contained herein, in respect of an Insured Event which occurs within the Territorial Limits, the Isle of Man or the Channel Islands and during the Period of Insurance for which You have paid or agreed to pay the premium.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

If during the Period of Insurance and within the Territorial Limits an Insured Key is lost, damaged or stolen, the Provider will Pay up to £1,500 in respect of:

- |   |   |   |
|---|---|---|
| ▪ Locksmith charges                         | ▪ Re-programming of immobilisers, infra-red handsets and alarms | ▪ £10 reward payable to the finder of lost keys |
| ▪ New locks (if a security risk has arisen) | ▪ Onward transportation   | ▪ Emergency helpline                            |
| ▪ Replacement keys                          |   |   |
| ▪ Car hire costs                            |   |   |

**Replacement keys:** Including any immobiliser, infra-red handset and/or alarm which is integral to any Insured Key if such cannot be repaired or re-programmed

**Re-programming of immobilisers, infra-red handsets and alarms:** Which are attached to the Fob but are not integral to an Insured Key.

### What is not covered

The Insurer will not pay for:

- Keys lost, stolen or damaged when such keys are not attached to the Fob (unless You have already notified the Provider that the Fob has been lost or damaged and You are awaiting a replacement, in which event the Provider will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the Fob)
- Any amount exceeding £1,500 in aggregate in the same Period of Insurance
- Sums claimed where You do not produce receipts or invoices for payments You have made
- Insured Keys which are lost until 5 days have elapsed since the loss (unless the Provider is satisfied that a delay would cause undue hardship or significant expense)
- Insured Keys lost or broken by, or stolen from, someone other than You
- Insured Keys if there are duplicate keys available to You immediately or reasonably quickly
- Any Insured Event not reported to the Provider within 30 days of the loss, theft or damage



- Locks which are damaged prior to the loss or theft of keys
- Replacement locks or keys of a higher standard or specification than those replaced
- Sums exceeding £50 per incident in respect of any Insured Key locked inside property or broken in lock or ignition
- Vehicle hire charges where a hire vehicle exceeds 1600cc
- The balance of vehicle hire charges over a maximum sum of £40 a day
- Vehicle hire charges after the third day of hire
- Charges or costs incurred where the Provider arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and You fail to attend
- Charges or costs incurred where You make alternative arrangements with a third party once the Provider has arranged for a locksmith or other tradesman, agent or representative to attend a particular location
- The balance of transport costs over a maximum sum of £75 per day
- Loss or destruction of, or damage to, any property other than an Insured Key and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the Fob

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority
- Any loss of earnings or profits which You suffer as a result of the loss or theft of, or damage to an Insured Key
- Claims arising from any deliberate or criminal act or omission by You
- Loss or theft of, or damage to an Insured Key which occurs outside the Period of Insurance
- Claims arising as a result of Your failure to take all reasonable steps to safeguard an Insured Key

## Additional conditions: Key Protection cover

### 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 are unhappy with the service provided for any reason or have cause for complaint, please follow the instructions below:

#### All complaints to:

Quality Assurance Team,  
Coplus,  
Floor 2,  
Norfolk Tower,  
48-52 Surrey  
Street,  
Norwich  
NR1 3PA

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

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

You may contact the Financial Ombudsman Service at:

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

Tel: 0800 023 4567 or 0300 123 9123

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

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

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

### The Financial Services Compensation Scheme

If We or the 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 is available from the FSCS.

### Duration of policy and renewal

Your HomeProtect home insurance Policy, including the additional Cover Options You have selected, is valid for a period of 12 months from the date You want Cover to start (as shown on the Schedule). Annually, We will contact You in writing within good time prior to the expiry date of the Policy with

details of the renewal offer. Please note that neither We nor the Insurer(s) is obliged to offer You a renewal, but if We are unable to do so, We will clearly explain the steps You need to take.

On renewal, if You are already paying by Direct Debit, Cover will continue on the terms offered and We will continue to collect Your premium unless You inform Us to the contrary prior to the renewal date, or You cancel the Direct Debit mandate.

If You are paying Your premium annually and You gave Us authority, We will use the same credit/debit card details throughout the Policy term and on renewal. However, there is a chance Your card may have expired by the time Your Policy is due for renewal. If that is the case, You will need to contact Us to ensure We can take payment, so that Your Cover can continue without interruption.

### **Easy payment scheme by Direct Debit**

To help spread the cost of Your Policy, You can pay the annual premium by monthly instalments. Please see Your insurance offer or Schedule for details of the instalment charge. Various other payment facilities are also available.

### **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

### **Compliance and Precautions:**

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

### **Cancellation:**

The Policyholder may cancel this Policy at any time. If the Policyholder cancels within 14 days of either the inception or renewal date or the date they receive the contractual terms and conditions (whichever is later) then the Provider will return any premium already paid (providing that no claims have been made). If the Policyholder cancels outside this period they will not be entitled to any refund of premium. The Insurer/Provider may cancel the insurance by giving the Policyholder 30 days notice in writing sent to the Policyholder's last known address.

### **Alteration:**

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

### **Terminology:**

The terminology used in this Policy is that of England and Wales but shall, where appropriate, mean the equivalent terminology of any relevant jurisdiction within the Territorial Limits.

### **Communications:**

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

### **Presentation of Claims by the Insured:**

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

**Arbitration:**

If there is a dispute between the Provider and the Policyholder, which is not resolved by this Policy, either side may refer to the arbitration of a single arbitrator, being a solicitor or barrister agreed by the two sides. If no agreement can be reached the President of the relevant national Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts in force at the time. The costs of arbitration shall be borne by the instigating party unless deemed otherwise by the arbitrator.

**Assignment:**

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

**Excess:**

No excess is payable.

**Maximum Number of Claims:**

There is no limit to the number of separate claims which You may make within the Period of Insurance subject to the fact that the total aggregate sum which the provider will pay in each Period of Insurance is £1500.

**Governing Law:**

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

## Settling claims: Key Protection Cover

### **Making a claim**

The claims line is open 24 hours a day.

Call 0330 660 3614

The following information will be required:

- Your name
- Your address
- Your Fob number

You must report any claim to the Provider within 30 days of the Insured Event.

## 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

### Key Protection Cover Claims

0330 660 3614



Open 24 hours per day



[keyclaims@coplus.co.uk](mailto:keyclaims@coplus.co.uk)

### HomeProtect Customer Service

0330 660 1000



Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday. Closed Sunday and bank holidays.



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

### HomeProtect Claims

0330 660 0660



Open 24 hours per day

### Financial Ombudsman Service

0300 1239 123



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



[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: C I Tower, St George's Square, New Malden, KT3 4HG.

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