

homeprotect

POLICY BOOKLET

Full Home Emergency



CONTENTS

CONTENTS 2

WELCOME 3

ABOUT THIS POLICY BOOKLET 4

DEFINITIONS APPLICABLE TO THE POLICY 5

FULL HOME EMERGENCY 7

SETTLING CLAIMS 15

COMPLAINTS 17

IMPORTANT INFORMATION 19

USEFUL CONTACTS..... 23

WELCOME

This booklet explains the ins and outs of our **Full Home Emergency cover**.

Full Home Emergency is the upgraded version of the Basic Home Emergency you get as standard with a Homeprotect policy and includes the following additional benefits:

- ✓ **Roof damage:** Damage to the roof of your property where internal damage has been caused or is likely.
- ✓ **Main Heating System:** Failure to function of the main hot-water or central-heating system in your property.
- ✓ **Hotel Accommodation:** up to £300 for the cost of a hotel room if your property remains uninhabitable following an emergency.

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

We hope you find it clear and simple to read. But if you have any questions, you can call us on 0330 660 1000 (9am-8pm weekdays, 9am-1pm Saturdays).

Mark Eastham

CEO – Homeprotect

ABOUT THIS POLICY BOOKLET

Definitions

Certain words in this booklet have a specific meaning. So we've capitalised and italicised them to keep things clear and simple. You can check the [Definitions section](#) of this document for their exact meaning.

There are a few exceptions to this rule of capitalised and italicised definitions, given how frequently they are used throughout this booklet:

1. Where we refer to 'we', 'us' or 'our' we mean Homeprotect (a trading name of Avantia Insurance Limited).
2. Where we refer to 'insurer(s)', 'they', 'their', 'DAS' we mean DAS Legal Expenses Insurance Company Limited.
3. Where we refer to 'you', 'your', 'insured' we mean the person who has taken out this *Policy* (shown as the policyholder in the *Schedule*).

We sometimes highlight a definition in a text box where it's helpful...



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

HOW TO READ THE POLICY BOOKLET

The terms and conditions of your *Policy* are shown like this:

COVERED	NOT COVERED
✓ The left side explains in detail what you're covered for in each section of the <i>Policy</i> Booklet.	✗ The right side explains the circumstances where the left side cover is restricted or excluded.

PRINTING THIS BOOKLET

We've designed this *Policy* Booklet for reading on a screen. But you can also print it out if you prefer. Bear in mind that it's a long document, so you may want to print in black and white or print certain sections only.

DEFINITIONS APPLICABLE TO THE POLICY

This booklet contains words that are capitalised and italicised. We've explained their exact meaning below.

Emergency Assistance Limit

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

Hotel Accommodation

The room-only cost of accommodation for *Insured Person(s)* if the *Insured Property* remains uninhabitable following an insured event. The most DAS will pay for *Hotel Accommodation* is £300 (including VAT).

Insured Person(s)

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

Insured Property

The property shown in the *Schedule* used for domestic use only, unless noted in the *Statement of Fact* that your property is used for other purposes. 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 *Insured 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.

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.

Plumbing and Drainage

The cold-water supply and drainage system within the boundary of the *Insured Property* and for which you are legally responsible.

Policy

The Full Home Emergency *Policy* comprises this booklet, the *Statement of Fact* and the *Schedule*, which should be read together.

Schedule

The *Schedule* is part of this *Policy* and contains details of what level of home emergency cover you have chosen.

Statement of Fact

A record of the information you provided us when 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.

Unoccupied

Not lived in by you, your family, your tenant or any other person with your permission for more than 30 consecutive days unless noted in the *Statement of Fact*.

Vermin

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

FULL HOME EMERGENCY

WHAT'S COVERED

DAS agree to cover the costs of the assistance described in this *Policy*, subject to the terms, conditions, exclusions and limitations set out in this *Policy*, provided that:

- the insured event is sudden, unexpected and requires immediate corrective action to:
 - prevent damage or further damage to the *Insured Property*; or
 - make the *Insured Property* secure; or
 - relieve unreasonable discomfort, risk to health or difficulty to an *Insured Person*
- the insured event 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.


DO YOU NEED ASSISTANCE FOR A CIRCUMSTANCE NOT COVERED BY THIS POLICY?

If this *Policy* does not cover the service you need, DAS will try (if you wish) to arrange assistance at your expense.

To use this service, please call DAS on **0115 671 3841**.

The terms of such service are a matter for you and the supplier they introduce you to.

COVERED	NOT COVERED
<p>✓ DAS will arrange and pay for a contractor to take action up to the <i>Emergency Assistance Limit</i> for each insured event.</p>	<p>✗ Any costs over and above the <i>Emergency Assistance Limit</i>.</p>

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

COVERED	NOT COVERED
<p>✓ If the <i>Insured Property</i> remains uninhabitable overnight following an insured event, DAS will reimburse you for <i>Hotel Accommodation</i>. You must send DAS all relevant invoice(s) before they will reimburse you. The decision on whether the <i>Insured Property</i> is uninhabitable will take into account whether it would be fair and reasonable for you to remain in the <i>Insured Property</i>.</p>	<p>✗ Any costs of overnight accommodation over and above the amount shown under <i>Hotel Accommodation</i>.</p> <div> <p> <i>Hotel Accommodation</i>. The room-only cost of accommodation for <i>Insured Person(s)</i> if the <i>Insured Property</i> remains uninhabitable following an insured event. The most DAS will pay for <i>Hotel Accommodation</i> is £300 (including VAT).</p> </div>

INSURED EVENTS

Your Full Home Emergency *Policy* gives you 24-hour assistance in your *Insured Property* if you suffer one of the following insured events:

<i>Main Heating System</i>	
COVERED	NOT COVERED
<p>✓ Failure to function of the <i>Main Heating System</i> in the <i>Insured Property</i>.</p>	<p>✗ Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.</p>

Roof damage

COVERED

- ✓ Any damage to the roof of the *Insured Property* where internal damage has been caused or is likely.

NOT COVERED

Plumbing and Drainage

COVERED

- ✓ Damage to, or blockage, breakage, or leaking of the drains or plumbing system that you are responsible for in the *Insured Property*.

NOT COVERED

- ✗ Pipes for which your water supply or sewerage company are responsible and rainwater drains and soakaways.

Power Supply Failure

COVERED

- ✓ The failure of the domestic electricity or gas supply, in the boundaries of your *Insured Property*.

NOT COVERED

- ✗ Any claim relating to the failure of the mains supply.

Toilet unit

COVERED

- ✓ 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*.

NOT COVERED

- ✗ Any claim if you have another toilet in the *Insured Property* that is working.

Home security

COVERED

- ✓ The failure of or damage to external doors, windows or locks resulting in your *Insured Property* becoming insecure.

NOT COVERED

Vermin infestation

COVERED

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

NOT COVERED

- ✗ Any claim relating to an infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.



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

ADDITIONAL EXCLUSIONS

DAS will not pay for:

- ✖ **Waiting period**

A claim following an insured incident which happens during the first 7 days from the start of cover under this *Policy*, if you take out this *Policy* at a different time from your Homeprotect home insurance policy.

- ✖ **Unoccupied homes**

A claim where the *Insured Property* has been left *Unoccupied*, unless the *Insured Property* is noted as being *Unoccupied* in the *Statement of Fact*.



Unoccupied: Not lived in by you, your family, your tenant or any other person with your permission for more than 30 consecutive days unless noted 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.



Insured Person(s): You and any person who lives in or is staying at the *Insured Property*.

- ✖ **Risk to health and safety**

An incident that 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**

An incident 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 any boiler, storage heater or any other heating or domestic appliance.

- ✖ **Repair is uneconomical**

A repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.

- ✖ **Failure to carry out previously recommended repairs**

An incident which happens because an *Insured Person* failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.

- ✖ **Guarantee and warranty**

Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.

- ✖ **Incorrect installations or repairs**

An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

- ✖ **Damage caused during repairs**

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

- ✖ **Mains supplies**

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 source.

- ✖ **Septic tanks, cesspits and fuel tanks**

An incident arising from the malfunction or blockage of septic tanks, cesspits or fuel tanks.

- ✖ **Subsidence, landslip and heave**

An incident 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
- 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 at sonic or supersonic speeds

× Communal areas

An incident which would require DAS to undertake repairs or any other remedial action to:

- Shared or communal areas of the *Insured Property*
- Any shared fixtures and fittings, facilities or services outside the legal boundary of the *Insured Property*

× Connected homes

The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.

× Cyber

An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.

ADDITIONAL CONDITIONS

■ Maintenance

You 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 *Policy***

You must try to prevent anything happening that may cause a claim and take 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 DAS' inability to provide assistance as a result of circumstances beyond their reasonable control.

- **Fraudulent claims**

DAS will, at their discretion, void this *Policy* (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 *Policy* is fraudulent or intentionally exaggerated; or
- A false declaration or statement is made in support of a claim

- **Losses not directly covered by this *Policy***

DAS will not pay for losses that are not directly covered by this *Policy* e.g. time taken off work or replacement carpet damaged by a leak.

- **Other insurances**

If any claim covered under this *Policy* 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 *Policy* 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. Otherwise the law of England and Wales applies.

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

SETTLING CLAIMS

HOW TO CLAIM

To claim under this *Policy*, please check the information above, which tells you when DAS can help and what you're covered for, then register your claim online via

<https://www.homeprotect.co.uk/home-emergency-claims>.

Alternatively, you can phone DAS on **0808 175 3058**. They will ask you to confirm:

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

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

DAS asks that you don't arrange for a contractor yourself because they won't pay for this or for any work that they haven't agreed in advance. Also, please make sure there is someone aged 18 or over at the *Insured Property* when the contractor arrives.

HOW DAS CAN HELP

Once you've checked that your emergency is an insured event, it's important that you tell DAS about it as soon as you can. If DAS accept your claim, they will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. DAS will either

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

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

WHEN DAS CANNOT HELP

- You should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to you or substantial damage to the *Insured Property*.
- 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 the mains water or electricity supply, you should contact your supplier.

DAS will always try to get to you as soon as possible but sometimes it may take them longer than they would like because the weather is bad, you are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put their contractors in danger, for example repairing damp electrics, DAS will wait until the conditions have improved before sending someone out.

DO YOU NEED ASSISTANCE FOR A CIRCUMSTANCE NOT COVERED BY THIS POLICY?

If this *Policy* does not cover the service you need, DAS will try (if you wish) to arrange assistance at your expense.

To use this service, please call DAS on **0115 671 3841**.

The terms of such service are a matter for you and the supplier they introduce you to.

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 DAS on **0344 893 9013**.

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
- 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 <https://www.das.co.uk/about-das/complaints>

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

If you are not happy with the complaint outcome or we or DAS have been unable to respond to your complaint within 8 weeks, you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from <https://www.financial-ombudsman.org.uk>).

You can contact them by:

- Phoning 0800 023 4567 (free from mobile phone and landlines) or 0300 123 9123
- Emailing complaint.info@financial-ombudsman.org.uk
- Writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: <https://www.financial-ombudsman.org.uk>

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

THE FINANCIAL SERVICES COMPENSATION SCHEME

Both Homeprotect and DAS are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if Homeprotect or DAS can't meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, <https://www.fscs.org.uk>

LAW & JURISDICTION APPLICABLE TO THE INSURANCE

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

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

IMPORTANT INFORMATION

It is important that:

- You are clear that Full Home Emergency cover is only provided if it is shown in the *Schedule* as being included
- You understand what Full Home Emergency provides and does not provide
- You understand your own duties under the *Policy*

Your cover begins on the start date of the *Policy* and continues for a period of 12 months unless we notify you otherwise.

COOLING OFF PERIOD

You are entitled to cancel the *Policy* 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.

CANCELLATION AND FEES

We can cancel the *Policy* by giving you written notice by recorded delivery at your last known address.

If any party to this insurance cancels the Homeprotect home insurance policy at any time during the *Period of Insurance*, we will automatically cancel the Full Home Emergency cover that appears on your latest *Schedule*.

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 they collect and use this information. A full copy of DAS' privacy notice can be found on their website – <https://www.das.co.uk/legal/privacy-statement>. If you require a written copy of their privacy notice please email dataprotection@das.co.uk.

HOW DAS COLLECT YOUR INFORMATION

DAS will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via their partners when you:

- purchase a DAS product
- request or obtain a quote
- use your *Policy*, such as making a claim or use one of their helplines
- request an update on your claim
- make a complaint
- use DAS' websites
- contact DAS or one of its partners by telephone, by post or email, or when you communicate via online channels

Types of information DAS will typically ask for include basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. DAS will also need details of your claim, which may include sensitive personal information depending on the nature of your claim. DAS will always be clear why they need this information and the purposes for which they will use it.

HOW DAS WILL USE YOUR INFORMATION

DAS will use your information to:

- manage your *Policy*
- manage your claim, including providing updates and in order to make decisions relating to *Policy* coverage
- provide you with the services outlined in your *Policy*
- handle complaints
- provide quotes and sell policies

Where DAS use trusted third parties to provide services under your *Policy* your information will be shared outside of the DAS Group. DAS will also share information with us where it is necessary to manage your *Policy*. For more information about how DAS use your information, including how your information is shared outside of the DAS Group please visit their website <https://www.das.co.uk/legal/privacy-statement>.

Your information may be disclosed when DAS believe in good faith that the disclosure is:

- required by law
- to protect the safety of their employees, the public or DAS UK Group property
- required to comply with a judicial proceeding, court order or legal process
- in the event of a merger, asset sale, or other related transaction
- for the prevention or detection of crime (including fraud)

WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

DAS will use your information:

- because it is necessary for the performance of their contract with you or to take steps to enter into a contract with you
- in order to comply with their legal obligations
- because it is in their legitimate interests
- for establishing, exercising or defending any legal claims in relation to your *Policy*

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:

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

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed by DAS, their 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

Or via <https://www.ico.org.uk>

OUR INSURERS

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the Home Emergency insurance under your *Policy*. 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:

<https://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.

USEFUL CONTACTS

Full Home Emergency Claims



<https://www.homeprotect.co.uk/home-emergency-claims>



0808 175 3058



Open 24 hours per day

Homeprotect Customer Service



0330 660 1000



service@homeprotect.co.uk



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

Homeprotect Claims (Buildings and Contents)



0330 660 0660



Open 24 hours per day

Financial Ombudsman Service



0300 1239 123



Complaint.info@financial-ombudsman.org.uk



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

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-FULL-HE-22