

A photograph of a cleaning spray bottle, green gloves, and a potted plant on a wooden shelf. The spray bottle is on the left, the gloves are in the foreground, and the plant is on the right. The background is a plain wall.

homeprotect

POLICY BOOKLET

Full Legal Expenses

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WELCOME

This booklet explains the ins and outs of our **Full Legal Expenses cover**.

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

- ✓ **£50,000 for costs and expenses:** this is double the amount of cover which is provided under Basic Legal Expenses.
- ✓ **Employment disputes:** defending your legal rights in a dispute relating to your contract of employment.
- ✓ **Personal injury:** pursuing your legal rights if a specific or sudden accident causes your death or bodily injury to you.
- ✓ **Tax protection:** defending your legal rights if you are subject to a comprehensive examination by HM Revenue & Customs in relation to your self-assessment tax return.
- ✓ **Legal defence:** defending your legal rights if an event arising from your work as an employee leads to you being prosecuted in a criminal court or civil action being taken against you under discrimination or data protection legislation.
- ✓ **Tenancy contract disputes:** defending your legal rights as a tenant.
- ✓ **Property renovation disputes:** pursuing your legal rights if you have a contract dispute involving a renovation on your property (note: this is available in Basic Legal Expenses cover but only where the contract value limit is no more than £5,000, including VAT).

We have chosen DAS to provide our legal expenses 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*) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this *Policy* must have the policyholder's agreement to claim.

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

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

HOW TO READ THE POLICY BOOKLET

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

COVERED	NOT COVERED
<ul style="list-style-type: none">▪ The left side explains in detail what you're covered for in each section of the <i>Policy</i> Booklet.	<ul style="list-style-type: none">✘ 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.

Appointed Representative

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

Costs and Expenses

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

Countries Covered

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

DAS Standard Terms of Appointment

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

Date of Occurrence

- For civil cases (other than as specified below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the *Date of Occurrence* is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)
- For criminal cases, the date you began, or are alleged to have begun, to break the law.
- For insured incident Tax Protection, the date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.

Period of Insurance

The length of time for which this insurance is in force, as shown in the *Schedule* and for which you have paid and we have accepted a premium unless cancelled by you or us in accordance with our cooling off or cancellation conditions.

Please note: If you purchase this *Policy* after the start date of the Homeprotect home insurance policy, the first *Period of Insurance* will start at the date of purchase of this *Policy* and it will end when the Homeprotect insurance policy ends, as shown on your *Schedule*.

Policy

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

Preferred Law Firm

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

Property

The private dwelling including outbuildings shown in the *Schedule* used for domestic use only, unless noted in the *Statement of Fact* that your *Property* is used for other purposes.

Reasonable Prospects

For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a *Preferred Law Firm* on their behalf, will assess whether there are *Reasonable Prospects*.

Schedule

The *Schedule* is part of this *Policy* and contains details of what level of legal expenses 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*.

FULL LEGAL EXPENSES

HELPLINE SERVICES

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on your enquiry. To help them check and improve their service standards, DAS may record all calls. When phoning, please tell DAS your *Policy* number and quote "Homeprotect".

LEGAL ADVICE HELPLINE

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

If you wish to speak to DAS' legal teams about a legal problem, please phone DAS on **0117 934 2136**.

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 HELPLINE

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

If you wish to speak to DAS' tax advisers, please phone DAS on **0117 934 2136**.

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.

WHAT'S COVERED

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

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



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

COVERED

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


- The most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.
- The most DAS will pay in *Costs and Expenses* is no more than the amount they would have paid to a *Preferred Law Firm*. The amount they will pay a law firm (where acting as an *Appointed Representative*) is currently £100 per hour. This amount may vary from time to time.

NOT COVERED

- ✘ In the event of a claim, if you decide not to use the services of a *Preferred Law Firm*, you will be responsible for any costs that fall outside the *DAS Standard Terms of Appointment* and these will not be paid by DAS.
- ✘ The first £250 of any claim for Employment Disputes, Contract Disputes and Property Protection. If you are using a *Preferred Law Firm*, you will be asked to pay this within 21 days of your claim having been assessed as having *Reasonable Prospects*. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has


- In respect of an appeal or the defence of an appeal, you must tell DAS within the time limits allowed that you want to appeal. Before DAS pay the *Costs and Expenses* for appeals, they must agree that *Reasonable Prospects* exist.
- For an enforcement of judgment to recover money and interest due to you after a successful claim under this *Policy*, DAS must agree that *Reasonable Prospects* exist, and
- Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most DAS will pay in *Costs and Expenses* is the value of the likely award.

Reasonable Prospects). If you do not pay this amount the cover for your claim could be withdrawn.

 ***Reasonable Prospects***. For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a *Preferred Law Firm* on their behalf, will assess whether there are *Reasonable Prospects*.

Costs and Expenses

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

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

INSURED INCIDENTS

Employment disputes	
COVERED	NOT COVERED
<ul style="list-style-type: none"> ▪ A dispute relating to your contract of employment. 	<ul style="list-style-type: none"> ✘ Any claim relating solely to personal injury (please refer to insured incident Personal Injury) ✘ A settlement agreement while you are still employed.

EMPLOYMENT DISPUTES – IMPORTANT CONDITIONS

- You must pay the first £250 of any claim. If you are using a *Preferred Law Firm*, you will be asked to pay this within 21 days of your claim having been assessed as having *Reasonable Prospects*. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has *Reasonable Prospects*). If you do not pay this amount the cover for your claim could be withdrawn.
- A dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.

Contract disputes	
COVERED	NOT COVERED
<ul style="list-style-type: none"> ▪ A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for: <ul style="list-style-type: none"> ▪ Buying or hiring in goods or services ▪ Selling goods ▪ Renting your <i>Property</i> as a tenant ▪ Buying or selling your <i>Property</i>. 	<ul style="list-style-type: none"> ✘ The settlement payable under an insurance policy (DAS will cover a dispute if your insurer, excluding Homeprotect, refuses your claim, but not for a dispute over the amount of the claim). ✘ A dispute arising from any loan, mortgage, pension, investment or borrowing.

- ✘ A dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from you buying or selling your *Property* or you renting your *Property* as a tenant). However, DAS will cover a dispute with a professional adviser in connection with these matters.
- ✘ A motor vehicle owned by or hired or leased to you.

CONTRACT DISPUTES – IMPORTANT CONDITIONS

- The amount in dispute must be more than £100 (including VAT).
- You must pay the first £250 of any claim. If you are using a *Preferred Law Firm*, you will be asked to pay this within 21 days of your claim having been assessed as having *Reasonable Prospects*. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has *Reasonable Prospects*). If you do not pay this amount the cover for your claim could be withdrawn.

Personal injury

COVERED

- A specific or sudden accident that causes your death or bodily injury to you.

NOT COVERED

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

⚠ PERSONAL INJURY – IMPORTANT CONDITIONS

- DAS will not defend your legal rights but they will cover defending a counter-claim.

Property protection

COVERED

- A civil dispute relating to the *Property*, or personal possessions, you own, or are responsible for, following:
 - An event which causes physical damage to such property but the amount in dispute must be more than £125.
Please note DAS will not defend your legal rights but they will cover defending a counter-claim.
 - A legal nuisance (meaning any unlawful interference with the use or

NOT COVERED

- ✗ A contract you have entered into.
- ✗ Any building or land except your *Property*.
- ✗ Someone legally taking your *Property* from you, whether you are offered money or not, or restrictions or controls placed on your *Property* by any government or public or local authority.
- ✗ Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage.
- ✗ Mining subsidence.

enjoyment of land, or some right over, or in connection with it)

- A trespass

Please note that:

- You must pay the first £250 of any claim. If you are using a *Preferred Law Firm*, you will be asked to pay this within 21 days of your claim having been assessed as having *Reasonable Prospects*. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has *Reasonable Prospects*). If you do not pay this amount the cover for your claim could be withdrawn.
 - You must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are subject to the dispute.
- ✘ Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession).
 - ✘ The enforcement of a covenant by or against you.

Tax protection

COVERED

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

NOT COVERED

- ✘ Any claim if you are self-employed, or a sole trader, or in a business partnership
- ✘ An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Legal defence

COVERED

- *Costs and Expenses* to defend your legal rights if an event arising from your work as an employee leads to:
 - You being prosecuted in a court of criminal jurisdiction
 - Civil action being taken against you under:
 - Discrimination legislation
 - Data protection legislation

NOT COVERED

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

ADDITIONAL EXCLUSIONS

DAS will not pay for:

× **Late reported claims**

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

× **Cost DAS have not agreed**

Costs and Expenses incurred before DAS' written acceptance of a claim.

× **Court awards and fines**

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

× **Legal action DAS have not agreed**

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

× **Defamation**

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

× **A dispute with DAS or Homeprotect**

A dispute with DAS or Homeprotect not otherwise dealt with under *Policy* condition [Arbitration](#).

× **Judicial review**

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

× **Nuclear, war and terrorism risks**

A claim caused by, contributed by or arising from:

- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

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

× Litigant in person

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

ADDITIONAL CONDITIONS

YOUR LEGAL REPRESENTATION

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

YOUR RESPONSIBILITIES

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

OFFERS TO SETTLE A CLAIM

- You must tell DAS if anyone offers to settle a claim. You must not negotiate or agree to a settlement without their written consent.

- If you do not accept a reasonable offer to settle a claim, DAS may refuse to pay further *Costs and Expenses*.
- DAS may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow DAS to take over and pursue at their own expense and for their own benefit, any claim for compensation against any other person and you must give DAS all the information and help they need to do so.

ASSESSING AND RECOVERING COSTS

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

CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

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

WITHDRAWING COVER

- If you settle or withdraw a claim without DAS' agreement, or do not give suitable instructions to the *Appointed Representative*, DAS can withdraw cover and will be entitled to reclaim from you any *Costs and Expenses* they have paid.
- If during the course of a claim *Reasonable Prospects* no longer exist the cover DAS provide will end at once. DAS will pay any *Costs and Expenses* DAS have agreed to, up to the date cover was withdrawn.

EXPERT OPINION

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

ARBITRATION

If there is a disagreement about the handling of a DAS' internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (details available from <https://www.financial-ombudsman.org.uk>)

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

KEEPING TO THE TERMS OF THIS POLICY

You must:

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

FRAUDULENT CLAIMS

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

- A claim you have 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

CLAIMS UNDER THIS POLICY BY A THIRD PARTY

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

OTHER INSURANCES

If any claim covered under this *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, 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

HELPING YOU WITH YOUR LEGAL PROBLEMS

If you wish to speak to DAS' legal teams about a legal problem, please phone DAS on **0117 934 2136**. DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

WHEN YOU NEED TO MAKE A CLAIM

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this *Policy*, phone DAS on **0117 934 2136**.

Alternatively, you can register your claim online at <https://www.homeprotect.co.uk/legal-expenses-claims>.

DAS will give you a reference number. At this point DAS will not be able to tell you whether you are covered but they will pass the information you have given them to their claims-handling teams and explain what to do next.

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

HELPLINE SERVICES

Don't forget that DAS provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

If you wish to speak to DAS' legal teams about a legal problem, please phone DAS on **0117 934 2136**. DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

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.

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 may be able to 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 Legal Expenses cover is only provided if it is shown in the *Schedule* as being included
- You understand what Full Legal Expenses 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 Legal Expenses cover that appear 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 Legal Expenses insurance and additional services 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 Legal Expenses Claims

 <https://www.homeprotect.co.uk/legal-expenses-claims>


 0117 934 2136

 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-LE-22