

# Residential Property Owner

Policy booklet



Arranged by Towergate Underwriting Let Property



**Policyfast**

## Welcome to Policyfast

Welcome to **Your** new Property Owners policy exclusively arranged via Policyfast Limited with Towergate Underwriting Let Property.

**Your** insurance policy comprises this booklet and **Your** schedule. **You** should read these documents carefully and keep them in a safe place together with copies of any documentation **You** have provided to **Us**.

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## Introduction to the Property Insurance Policy

This document sets out the conditions of the contract of insurance with **us**. **Your** policy is evidence of that contract. **You** should read it carefully and keep it in a safe place. In return for having accepted your premium we will in the event of injury loss or damage happening within the period of insurance provide insurance as described in the following pages and referred to in your schedule. If after reading these documents you have any questions please contact your broker.

### How We Use Personal Information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be used to:

- Provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- Search credit references, credit scoring and fraud agencies who may keep a record of the search;
- Share with those companies who are under-

writing your policy, other insurance organisations to administer your policy, to help offset risk, for statistical analysis, to handle claims and prevent fraud;

- Support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

We may need to collect and process data relating to individuals who may benefit from the policy (“Insured Persons”), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Person to such information being processed by us and that this fact is made known to the Insured Person.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information we hold about them. Please contact us at Towergate Underwriting Let Property, The Octagon, Middleborough, Colchester, Essex, CO1 1TG.

We can only discuss the details given with you. If you would like anyone else to act on your behalf please let us know. Your details will not be kept longer than is necessary.

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

By applying for and/or entering into this insurance policy you will be deemed to consent to the use of your data and your insurance policy data in this way and for these purposes.

## About the Property Insurance

This property insurance has been arranged by Towergate Underwriting Let Property, a trading name of Towergate Underwriting Group Ltd, and is underwritten by a consortium of specialist insurers. The lead insurers Allianz Insurance plc (55%) No 84638. Registered in England at 57 Ladymead, Guildford, Surrey, GU1 1DB. Also underwritten by Royal and Sun Alliance plc (45%) No.93792. Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Towergate Underwriting Group Limited are authorised and regulated by the Financial Conduct Authority. Allianz Insurance plc and Royal and Sun Alliance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA's register by visiting the FCA's website at [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting them on 0800 111 6768.

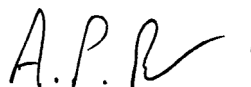
**You** should read the terms and conditions detailed in the policy including how to make a claim. Please read them carefully so that **You** know what cover is provided and what **You** should do if **You** need to make a claim.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document in accordance with the section 'Cancelling Your Cover'.

This policy and the schedule are important documents. Please keep them in a safe place where **You** can find them should **You** need to refer to them in the future. Should **You** need to discuss any aspect of the cover then please call the agent with whom **You** effected this insurance. In arranging your insurance we will have asked a number of questions which you were required to answer. You must take reasonable care to ensure that you have answered all these questions honestly, to the best of your knowledge, and have provided full answers and all relevant details. If

questions are not answered honestly and to the best of your knowledge then your policy may be cancelled or your claim rejected or not fully paid. You may also have difficulty in obtaining insurance in the future or experience extra cost in doing so. The sum insured is the amount of money for which your property and/or contents is covered and is the most we will pay under any circumstances. It is your responsibility to advise us of the correct sum insured as we cannot be held liable if this is incorrect.

You and we are free to choose the law applicable to this policy. As we are based in England, we propose to apply the laws of England and Wales. By purchasing this policy you have agreed to this.



Adrian Brown  
Chief Executive Officer  
**Towergate Underwriting Let Property**  
On behalf of the Insurers

## Telephone Recording

For **Our** joint protection and training purposes, telephone calls may be recorded and/or monitored.

## Definitions

Where **We** explain what a word means that word will have the same meaning wherever it is used in the policy or schedule.

**Accidental Damage** - A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes.

**Buildings** - the Private Dwelling(s) as specified in the schedule constructed of brick, stone or concrete with a slate, tile or concrete roof including interior decorations and fixtures and fittings and domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by **You** or for which **You** are legally responsible and within the premises as specified in the schedule.

**Excess** - the amount **You** will have to pay in the event of a claim as specified in **Your** schedule.

**Holiday Home – Buildings** that are not the main place of residence or address of **You** or the occupier and are let, loaned or used by **You** on a short-term basis for vacation purposes.

**Landlord's Contents** – Household goods within the **Buildings** as shown in the schedule, including aereals, satellite dishes, their fittings and masts, which are permanently fixed to the **Buildings**. Property in the open but within the boundaries of the property up to £250 all of which are owned by **You** or are **Your** legal liability.

**Unoccupied** – The part or whole of the property not lived in by a person authorised by **You**.

**We/Us/Our** – Townergate Underwriting Let Property.

**You / Your / Yours** – The persons(s) as specified in the schedule of Insurance.

## Section 1 – Buildings Perils Covered

This insurance covers the **Buildings** for loss or damage directly caused by:

1. **fire, lightning, explosion or earthquake**
2. **aircraft and other flying devices or items dropped therefrom**
3. **storm, tempest or flood**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.
- c) caused by rising water table levels.

4. **escape of water from any fixed water or heating installation**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools.
- c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) for loss or damage to apparatus from which water has escaped other than frost damage.

- e) the first £250 of every claim.

5. **escape of oil from fixed domestic oil fired heating installed and smoke damage resulting from a defect in any fixed domestic heating installation**

Other than

- a) for loss or damage due to wear and tear or gradual deterioration.
- b) for loss or damage caused by gradual emission.
- c) for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

6. **theft or attempted theft**

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) any amount exceeding £5,000 for theft or attempted theft caused by the tenant
- c) by any persons lawfully on the premises (other than the tenant)

7. **impact by any vehicle or animal**

8. **any persons taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any persons of malicious intent**

Other than

- a) for loss or damage whilst the **Building** is **Unoccupied** for 30 days or more.
- b) any amount exceeding £5,000 for malicious damage caused by the tenant
- c) by any person lawfully on the premises (other than the tenant)

9. **subsidence, landslip or heave of the site upon which the Buildings stand**

Other than

- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is also affected at the same time by the same peril.
- b) for loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee.
- c) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.

- d) for loss or damage caused by coastal erosion.
- e) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.
- f) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- g) normal settlement, shrinkage or expansion.
- h) the first £1,000 of every claim.

**10. falling radio and television aerials, fixed satellite dishes and their fittings and masts**

Other than

- a) loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

**11. falling trees, telegraph poles or lampposts**

Other than

- a) for loss or damage caused through lopping, topping and/or felling.
- b) for loss or damage to gates and fences.

**THIS SECTION PROVIDES ADDITIONAL COVER FOR: -**

**A) Accidental Damage of fixed glass and double glazing (including the cost of replacing frames) solar panels, sanitary fixtures and ceramic hobs all forming part of the Buildings, other than loss or damage whilst the Building is Unoccupied, for 30 days or more.**

**B) The cost of repairing Accidental Damage to domestic oil pipes, underground water-supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which You are legally responsible, other than loss or damage due to wear and tear or gradual deterioration.**

**C) Loss of rent which You are unable to recover or alternative accommodation necessarily incurred by You in consequence of the Buildings becoming uninhabitable following damage caused by any of the perils covered PROVIDED THAT the insurers' liability is limited to the period the Buildings are uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern, other than any amount in excess of 25% of the sum insured on the Buildings damaged or destroyed, unless otherwise stated on Your policy schedule.**

**D) Expenses incurred following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings, Other than**

- a) any expenses incurred in the preparation of a claim or an estimate of loss.
- b) any expense when notice of Government or Local Authority requirements have been served prior to the time of loss.

**E) Increased metered water charges incurred by You resulting from an escape of water which gives rise to an admitted claim under Peril 4 of this section, Other than any amount in excess of £750 in any period of insurance.**

**F) A contracting purchaser until completion of the sale or expiry of this Insurance whichever is the sooner, Other than the Buildings if otherwise insured.**

**G) Tracing and Access of leaks If the Buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the Property, We will pay the reasonable cost of removing and replacing any other part of the Buildings necessary to find and repair the source of the leak and making good, Other than any amount in excess of £1,000 for any one incident.**

The following applies only if the schedule shows that **Accidental Damage** to the **Buildings** is included.

**What is Covered**

All other **Accidental Damage** to the **Buildings**

**What is Not Covered**

Maintenance and normal redecoration costs.

Damage caused while the property is **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 1.

Damage caused by:

- a) Wear and tear, settlement, shrinkage,

depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;

- b) Faulty materials, design or workmanship;
- c) Chewing, scratching, tearing or fouling by domestic pets;
- d) **Building** renovations, alterations, extension or repairs.

**Conditions that apply to Section 1**  
**BASIS OF CLAIMS SETTLEMENT**

In the event of loss or damage to the **Buildings**, the insurers will pay the FULL COST OF REPAIR at the time of such loss or damage PROVIDED THAT the **Buildings** are maintained in a good state of repair, that they are insured for the full cost of reconstruction in their present form; and that reinstatement shall have been effected. If the **Buildings** are not in good state of repair insurers will make a deduction for wear and tear or gradual deterioration.

Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

**REINSTATEMENT**

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations to prevent further loss or damage.

**LIMIT OF INSURANCE**

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for each premises separately stated in the schedule.

**UNDERINSURANCE**

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the full cost of reconstruction in its present form for each premises separately stated in the schedule.

**Section 2 – Landlord’s Contents**

**PERILS COVERED**

**This Insurance covers Landlord’s Contents for loss or damage directly caused by:**

- 1. **fire, lightning, explosion or earthquake**
- 2. **aircraft and other flying devices or items dropped there from**
- 3. **storm, tempest or flood**

Other than

- a) property in the open.
- b) for loss or damage caused by subsidence, heave or landslip other than as covered under peril 9.
- c) caused by rising water table levels.

- 4. **escape of water from and frost damage to fixed water tanks, apparatus or pipes**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

- 5. **escape of oil from domestic fixed oil fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation**

Other than

- a) for loss or damage due to wear and tear or gradual deterioration.
- b) loss or damage caused by gradual emission.
- c) for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- e) any amount in excess of £1,000.

- 6. **theft or attempted theft**

Other than

- a) for loss or damage whilst the **Buildings** are lent, let or sublet UNLESS such loss or damage is consequent upon violent and forcible entry.
- b) any amount exceeding £5,000 for theft or attempted theft caused by the tenant
- c) damage caused by persons lawfully on the premises (other than the tenant)
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

e) any amount in excess of £500 or 3% of the sum insured under Section 2, whichever is the greater, in respect of contents within detached domestic outbuildings and garages or in the open.

**7. impact by any vehicle or animal**

**8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any person of malicious intent**

Other than

a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

b) any tenant or person lawfully on the premises.

**9. subsidence, landslip or heave of the site upon which the Building stands**

Other than

a) loss or damage for which compensation has been provided or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.

b) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.

c) for loss or damage due to coastal erosion.

d) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.

e) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.

f) the first £1,000 of every claim.

**10. falling trees, telegraph poles or lampposts**

Other than for loss or damage caused through lopping, topping and/or felling.

**THIS SECTION PROVIDES ADDITIONAL COVER FOR: -**

**Costs of alternative accommodation necessarily incurred by You, if the Buildings are rendered uninhabitable by any of the perils covered.**

Other than any amount in excess of 10% of the sum insured on the **Landlord's contents** of the **Buildings** damaged or destroyed.

The following applies only if the schedule shows that **Accidental Damage** to the **Landlord's Contents** is included.

### What is Covered

All other **Accidental Damage** to the **Landlord's Contents** while in the property.

### What is Not Covered

Damage caused while the property is **Unoccupied**. Damage which is specifically excluded elsewhere in Section 2.

Damage to food in freezers, clothing, sports equipment, contact lenses, stamps and pedal cycles.

Loss in Value.

Indirect Loss.

Damage caused by:

a) wear and tear, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;

b) chewing, scratching, tearing or fouling by domestic pets;

c) Any process of dyeing, cleaning, renovation or restoration.

d) Electrical or Mechanical breakdown

e) Damage to glass, china or porcelain for any amount in excess of £500.

### Exclusions Applicable to Section 2

Loss or damage involving:

a) motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft and accessories attached thereto.

b) animals.

c) any part of the **Buildings**.

d) any property specifically insured against the perils covered hereby under any other insurance.

e) wearing apparel.

f) pedal cycles.

### Conditions that apply to Section 2

#### BASIS OF CLAIMS SETTLEMENT

In the event of the total loss or destruction by any of the insured perils of any article, the basis of settlement shall be the cost of replacing the articles new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that **You** incur the cost of replacement. Insurers will not pay for the



cost of replacing or repairing any undamaged part(s) of the **Landlord's Contents** which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part. The insurers shall be entitled at their sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

**REINSTATEMENT**

The sum insured under this section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations.

**LIMIT OF INSURANCE**

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for the **Landlord's Contents** of each premises separately stated in the schedule.

**UNDERINSURANCE**

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the total value for the Contents of each premises separately stated in the schedule.

**Section 3 – Legal Liability to the Public**

**Limit of Indemnity - £2,000,000**

The limit of liability under this section shall not exceed £2,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by **You** with insurers' written consent in the defence of any such claim **Item A** of this Section indemnifies **You** for BODILY INJURY by ACCIDENT, DEATH or DISEASE or DAMAGE to PROPERTY happening during the period specified in the schedule for which legal liability may to **You** as owner of the **Buildings** in respect of accidents happening in or about the premises specified in the schedule.

Other than

1. for bodily injury by accident or death or disease to any person who at the time of sustaining such injury, is engaged in **Your** service, or to any member of **Your** family or household.
2. arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
3. for damage to property belonging to or in

the care, custody or control of **Your** family or household or a person in their service.

4. arising out of or incidental to any profession, occupation or business other than through private letting of the property which has been assumed under contract and would not otherwise have attached, other than through private letting of the property.
5. arising out of the ownership, possession or operation of :
  - a) any mechanically propelled or horse drawn vehicle OTHER THAN a domestic gardening implement operated within **Your** Premises and pedestrian controlled gardening implements operated elsewhere.
  - b) any power-operated lift.
  - c) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.
  - d) any animal OTHER THAN cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
6. arising out of ownership, occupation, possession or use of any land or **Building** NOT situated within the **Buildings** specified in the schedule.
7. arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.
8. if **You** are entitled to indemnity under any other insurance including but not until such insurance(s) is exhausted.

**Item B** of this Section includes legal liability which may attach to **You** by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any private dwelling which has been disposed of by **You** and which prior to such disposal, was occupied for private residential or private letting purposes by **You**  
Other than

1. where **You** are entitled to indemnity under any other insurance,
2. for the cost of remedying any defect or



alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

## **Employers Liability – Domestic Employees** (If shown as covered on your Policy Schedule)

### **Limit of Indemnity - £10,000,000**

Legal Liability to the Public has been extended to include accidental death, bodily injury, illness or disease to any domestic employee where we will not pay more than £10,000,000 for any one incident.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

## **General Conditions Applicable to the Whole of this Insurance**

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### **YOUR DUTY**

**You** shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair. All protections provided for the safety of the **Building** specified in the schedule must be maintained in good order and be in use at all times when the **Building** is left unattended or when the occupants have retired for the night.

### **CHANGES IN YOUR CIRCUMSTANCES**

**You** must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid. The changes that **You** should tell **Us** about are:

- If **You** change **Your** correspondence address
- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If there is a change in the type of tenant;
- If the property is no longer let;
- If the property is to be left **Unoccupied** for more than 30 consecutive days;

- If the property becomes permanently **Unoccupied** (i.e. not lived in, or intended to be lived in or insufficiently furnished for normal occupation);
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings** Insurance with **Us**);
- If the Contents sum insured changes (if **You** have Contents Insurance with **Us**);
- If there are any renovations or building works being carried out, or due to commence, at **Your** property;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, i.e. cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in 'Cancelling **Your** cover – Cancellation outside the statutory period.

### **MORE THAN ONE PRIVATE DWELLING**

It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

### **EXTENSIONS TO YOUR PROPERTY**

It is hereby noted that there is no cover in force in relation to the extension until written confirmation is received confirming that the roof is completed and the property is wind and water tight.

## Cancelling your Cover

### STATUTORY CANCELLATION RIGHTS

**You** may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the cancellation period) by returning it to **Your** broker during the cancellation period. There is no refund of premium in the event of a claim during this period.

However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** minus an administration fee. In the event of a claim during this period, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

### CANCELLATION OUTSIDE THE STATUTORY PERIOD

**You** may cancel this policy at any time by providing prior written notice to **Your** broker. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** minus an administration fee.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

Other than the Fraudulent or False Claims Condition, **We** reserve the right to cancel the policy by providing 21 days' prior written notice by registered post to **Your** last known address.

Any premium refund will be calculated in accordance with the above.

### NON PAYMENT OF PREMIUMS

**We** reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

## General Exclusions Applicable to the Whole of this Insurance

In respect of all sections OTHER THAN Section 3 this Insurance does NOT COVER: -

- a) Radioactive Contamination and Nuclear Assemblies Exclusion.
  1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any related losses
  2. any legal liability of whatever nature, directly or indirectly caused by or contributed to by or arising from:-
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) War Exclusion - Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- c) any loss or damage caused by people lawfully in the property, other than the tenant.
- d) any loss or damage resulting from confiscation or detention by customs or other officials and authorities.
- e) Loss or damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- f) Any related losses.
- g) Any reduction in market value of the **Buildings** as a result of repair or reinstatement.
- h) It is hereby noted and agreed that **We** will not pay for any loss or damage caused as a result of the property being used for illegal activities.

## Terrorism

- a) in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987: loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
- i) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
  - ii) any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism
- In respect of a. above an Act of Terrorism (Terrorism) means:-  
Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- b) in respect of territories other than those stated in a. above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
- i) any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - ii) any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

## Claims Conditions Applicable to the Whole of this Insurance

### OTHER INSURANCE

There shall be no liability under this Insurance in respect of any claim where **You** are entitled to indemnity under any other insurance EXCEPT in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this Insurance not been effected.

## PROCEDURE

It is a precedent to the liability of insurers that following any happening likely to give rise to a claim **You** shall :-

- a) as soon as reasonably possible and in no circumstances beyond 30 days of the incident, notify insurers with full details, complete a claim form and provide all required information and assistance.
- b) for all claims in respect of damage or loss obtain a minimum of two detailed estimates unless otherwise agreed, only undertake emergency work to prevent further loss and not under any circumstances effect full repairs without insurers' prior consent.
- c) immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items and obtain the Crime Reference Number.
- d) under no circumstances admit liability for, nor offer to agree to settle any claim without the written consent of insurers who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name for insurers' benefit, any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and settlement of any claim.
- e) **You** must take all reasonable steps to recover missing property.
- f) **You** must take all reasonable steps to prevent further damage.

## FRAUDULENT OR FALSE CLAIMS

If **You** or anyone acting on **Your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which **You** or anyone acting on **Your** behalf deliberately caused,

**We** will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **You** any sums that We have already paid in respect of the claim.

**We** will also notify **You** if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **You** will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

## Endorsements

The following endorsements only apply if they are specified on **Your** schedule. Where applicable, the endorsement must be complied with fully as failure to do so will invalidate any future claims.

### 1. ALARM ENDORSEMENT

This insurance excludes theft or attempted theft claims under Sections 1 and 2 unless :-

- a) the burglar alarm is in full and effective operation :-
  - i) whenever the **Building** specified in the schedule is left unattended,
  - ii) at night
- b) the burglar alarm system has been maintained in good order under a maintenance contract with a company which is a member of SSAIB (Security Systems and Alarms Inspection Board).

### 2. CLIMATIC CONDITIONS ENDORSEMENT – Not in use on this policy

### 3. THEFT LIMITATION ENDORSEMENT

This insurance excludes claims under Section 1 and 2 resulting from theft or attempted theft unless following violent and forcible entry.

### 4. NON - STANDARD CONSTRUCTION ENDORSEMENT

In consideration of the additional premium paid it is agreed that the term 'standard construction' as defined in Sections 1 and 2 does not apply to the **Building** specified in the schedule.

### 5. SUBSIDENCE, LANDSLIP OR HEAVE EXCLUSION ENDORSEMENT

This insurance excludes claims under Section 1 and 2 resulting from subsidence, landslip or heave.

### 6. FLOOD EXCLUSION ENDORSEMENT

This insurance excludes claims under Sections 1 and 2 resulting from :-

- a) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam;
- b) inundation from the sea; or
- c) flood resulting from storm or any other peril other than escape of water from fixed water tanks, apparatus or pipes.

#### 7. CONTRACTORS EXCLUSION ENDORSEMENT

This insurance excludes any claims arising out of the activities of contractors.

#### 8. INDEX LINKING

The **Buildings** Sum Insured in **Your Schedule** will be adjusted monthly and updated each year at renewal date in line with any increase in the level of the House Rebuilding Cost Index (Prepared by the Royal Institute of Chartered Surveyors) or any suitable alternative index **We** choose. The new Sums Insured and renewal premium will be shown on **Your** renewal notice. However, **We** will not reduce Sums Insured if an index value reduces, unless **You** ask **Us** to do so. Index linking the **Buildings** Sum Insured will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.

#### 9. THATCH ENDORSEMENT

This insurance excludes claims under Section 1 and 2 unless the following warranties are fully complied with and evidence of compliance is retained for **Our** inspection on request :-

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and professionally cleaned once a year prior to winter use.
- b) Thatchburn Warranty – If old thatch is burnt this must be more than 100 metres from the **Building**.
- c) Naked Flame Warranty - No naked flame or tools producing naked flames are to be present in the attic or loft space of the **Building** at any time.

#### 10. MORTGAGEE'S INTEREST ENDORSEMENT

The interest of the Mortgage Provider noted on the schedule will not be prejudiced by any act of neglect by **You** or the occupier of the insured **Building** whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgage Provider so long as the Mortgage Provider notifies **Us** and pays an additional premium if required once aware of any such act of neglect.

#### 11. PROTECTIONS ENDORSEMENT

All protections provided for the safety of the **Building** specified in the schedule must be maintained in good order and be in use at all times when under **Your** control and the **Building** is left unattended or when the occupants have retired for the night.

#### 12. £250 EXCESS ENDORSEMENT

An **Excess** of £250 will be deducted from all claims under Section 1 and 2.

#### 13. £500 EXCESS ENDORSEMENT

An **Excess** of £500 will be deducted from all claims under Section 1 and 2.

#### 14. RESTRICTED PERILS ENDORSEMENT

The **Building** specified in the schedule is covered against loss or damage directly caused by the perils of Fire, Lightning, Earthquake, Explosion and Aircraft only.

#### 15. UNOCCUPANCY ENDORSEMENT

If the **Building** specified in the schedule is left **Unoccupied** for 14 days or more :-

- a) the **Building** must be inspected at least once every 14 days by **You** or **Your** representative and a detailed record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained.
- c) the electricity supply must be turned off unless required to maintain a security system.
- d) all letter boxes and other openings must be sealed securely if the unoccupancy is for a period of 30 days or more.
- e) external door locks of a reasonable standard for the protection of the **Building** must be fitted and in use at all times.

#### 16. £100 EXCESS ENDORSEMENT

An **Excess** of £100 will be deducted from all claims under Section 1 and 2.

#### 17. £50 EXCESS ENDORSEMENT

An **Excess** of £50 will be deducted from all claims under Section 1 and 2.

#### 18. DATE CHANGE ENDORSEMENT

**We** will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer related equipment that fails to recognise any date change.

**19. MALICIOUS DAMAGE ENDORSEMENT**

This Insurance excludes malicious damage cover to the **Building** specified in the schedule where such damage is caused by tenants or other people lawfully on the premises.

**20. MONTHLY PAYMENT ENDORSEMENT**

It is understood and agreed that this insurance runs from month to month and that continuation of cover is dependent upon **Your** paying the premium for each month's cover. **We** will normally only review **Your** premiums once per annum.

**21. LEGAL FEES ENDORSEMENT**

This insurance includes Legal Protection Cover in accordance with the policy wording starting on page 15.

**22. FLAT ROOF ENDORSEMENT**

The flat roof of the **Building** specified in the schedule must have been inspected, repaired, renovated or replaced no more than two years prior to inception of this Insurance and records of this inspection and repair must be made available to **Us** on request. Future inspection, repair, renovation and replacement where necessary will take place at least once every five years and records of inspection and repair retained for **Our** inspection on request.

**23. MINIMUM SECURITY ENDORSEMENT**

This insurance excludes claims for theft under Sections 1 and 2 unless the following are fitted and are used for the protection of the **Building** specified in the schedule when the property is left unattended or when occupants retire for the night :-

- a) external doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).
- b) patio doors: in addition to central locking devices, key operating bolts to top and bottom opening sections.
- c) windows: Key operated security locks to all ground floor and other accessible windows.

**24. UK HOLIDAY HOME ENDORSEMENT**

The maximum period the **Buildings** may be **Unoccupied** for restricted perils to be applied under Sections 1 and 2 is increased from 30 days to 90 days at any one time. If the **Building** specified in the schedule is left **Unoccupied** for

30 days or more :-

- a) the **Building** must be inspected at least once every 30 days by **You** or **Your** representative and a detailed written record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained.
- c) the electricity supply must be turned off unless required for central heating as in b) above or to maintain a security system.

**25. ACCIDENTAL DAMAGE ENDORSEMENT**

It is hereby noted that **Accidental Damage** is included under Section 1 Buildings. The following applies only if the schedule shows that **Accidental Damage** to the buildings is included

**What is Covered**

All other **Accidental Damage** to the **Buildings**

**What is Not Covered**

Maintenance and normal redecoration costs.

Damage caused while the **Property** is **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 1. Damage caused by:

- wear and tear, settlement, shrinkage, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
- faulty materials, design or workmanship;
- chewing, scratching, tearing or fouling by domestic pets;
- **Building** renovations, alterations, extensions or repairs

**26. INCREASED LIMIT OF INDEMNITY ENDORSEMENT**

It is hereby noted that the Limit of Indemnity under Section 3 Legal Liability to the Public is increased to £5,000,000.

**27. ASYLUM SEEKERS ENDORSEMENT**

If the property has tenants who are seeking asylum in the UK the all sections excess increases to £250 on each and every claim.

**28. ACCIDENTAL DAMAGE**

**Accidental Damage** Cover is included in Section 1 Building.

## 29. WHITE GOODS

It is hereby noted that carpets, curtains and white goods belonging to the landlord are included up to £2,500 in total value within the Buildings Sum Insured.

## 30. POL (Property Owners Liability)

Special Endorsement in Respect of Section 3 Legal Liability to the Public. It is hereby noted that in respect of Section 3 Legal Liability to the Public, we will not pay more than £5,000,000 for any one incident (other than accidental death, bodily injury, illness or disease to any domestic employee where the amount is £10,000,000).

## 31. TRACE AND ACCESS COVER

Section 1 (Buildings) of this policy is extended to include the reasonable cost of removing and replacing any part of the **Building** necessary to find and repair the source of the leak and making good following damage to the **Building** caused by escape of water from water tanks, apparatus, pipes, equipment or fixed heating systems. The maximum payable is £1,000 for any one incident.

## 34. EMPLOYERS LIABILITY – DOMESTIC EMPLOYEES

It is hereby noted that Section 3, Legal Liability to the Public has been extended to include accidental death, bodily injury, illness or disease to any domestic employee where we will not pay more than £10,000,000 for any one incident.

For the purposes of this extension Domestic Employees are defined as follows:-

Domestic staff, cleaner, gardener, caretaker or any occasional employee undertaking repairs or decorations in connection with the premises covered by this Policy employed by **You**.

## 35. UNOCCUPIED PROPERTY ENDORSEMENT

Please note that where a **Property** has been continuously **Unoccupied** for more than 30 days the following cover restrictions will apply:

Where the total period of unoccupancy is 31 – 90 days, cover will be restricted to Fire, Earthquake, Explosion, Lightning and Aircraft, Storm and Subsidence

Where the total period of unoccupancy is 91 days or more, cover will be restricted to Fire, Earthquake, Explosion, Lightning and Aircraft only.

## 36. ADDITIONAL £500 STORM EXCESS

It is hereby noted and agreed that all claims in respect of Storm are subject to an excess of £500 in addition to the standard policy excess as shown on your schedule.

## 37. ADDITIONAL £1000 STORM EXCESS

It is hereby noted and agreed that all claims in respect of Storm are subject to an excess of £1000 in addition to the standard policy excess as shown on your schedule.

## 38. ADDITIONAL £500 ESCAPE OF WATER EXCESS

It is hereby noted and agreed that all claims in respect of Escape of Water are subject to an excess of £500 in addition to the standard policy excess as shown on your schedule.

## 39. ADDITIONAL £1000 ESCAPE OF WATER EXCESS

It is hereby noted and agreed that all claims in respect of Escape of Water are subject to an excess of £1000 in addition to the standard policy excess as shown on your schedule.

## 40. ADDITIONAL £500 THEFT EXCESS

It is hereby noted and agreed that all claims in respect of Theft are subject to an excess of £500 in addition to the standard policy excess as shown on your schedule.



## Complaints

**Our** objective is to provide a high standard of service to **You** at all times. However, **We** recognise that things can sometimes go wrong. When this occurs, **We** are committed to resolving matters promptly and fairly.

### What happens if **You** complain

If **We** are unable to deal with **Your** complaint immediately, **We** will write to **You** within 5 working days of receipt and inform **You** who is dealing with the complaint and when **You** can next expect a response.

**We** aim to conclude **Our** investigations promptly. However, in some circumstances, **Our** investigations may take some time, and **We** will keep **You** fully informed. This means that **We** will write to **You** as soon as **We** have concluded **Our** investigation or, if **We** have not been able to inform **You** of **Our** decision within 4 weeks of receipt, **We** will write to **You** to let **You** know. If **We** are not able to reach a decision within 8 weeks, **We** will write to **You** again, either; concluding **Our** investigation, or; advising **You** of when **We** expect to be able to conclude **Our** investigation, or; advising **You** of **Your** right to take **Your** complaint to the Financial Ombudsman

When **We** conclude **Your** complaint **We** will write to **You**, giving **You** **Our** "Final Response".

This will tell **You** if **We** have upheld or rejected **Your** complaint (in whole or in part), and if appropriate **We** will make an offer of redress.

### What **You** should do if **You** would like to complain

If **You** are disappointed with any aspect of the handling of **Your** insurance, please contact;

The Complaints Officer,  
Towergate Underwriting Let Property.

The Octagon,  
Middleborough,  
Colchester

CO1 1TG.

Tel: 01206 773540

Email: [tulpenquiries@towergate.co.uk](mailto:tulpenquiries@towergate.co.uk) (marked 'complaint')

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

If **Your** complaint requires investigation by another party, **We** will pass details onto them to deal with in accordance with their complaints procedure. In this event, **We** will provide **You** with details of who **We** have passed **Your** complaint to.

### Refer **Your** complaint to the Financial Ombudsman Service

If, after making a complaint to Towergate Underwriting Let Property, **You** feel that the matter has not been resolved to **Your** satisfaction (or if **Your** complaint remains unresolved after 8 weeks of initially telling **Us**) **You** may be able to refer **Your** complaint to;

The Financial Ombudsman Service, or 'FOS',  
Financial Ombudsman Service,  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567 Fax: 020 79641001  
Email: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS is an independent body that arbitrates on complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted if **You** are:

- a consumer i.e. an individual buying insurance in a private capacity or;
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million. In this definition, "enterprise" means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) or; a charity with an annual income of less than £1m, or;
- the trustee of a trust with a net assets value of less than £1m.

Please note that **You** have 6 months from the date of **Our** final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us**. The FOS can only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

## Financial Services Compensation Scheme

Towergate Underwriting Let Property and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Property Let Legal Protection

**This section is only operative if legal expenses is shown as included in your policy schedule.**

Thank **you** for purchasing this DAS Property Let Essential policy. **You** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most out of **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

### Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please telephone **us** on 0344 893 0960. **We** 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, telephone **us** on 0344 893 0960 and **we** will give **you** a 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.

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

## Our Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England and Wales, 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 and the Prudential Regulation Authority.

## Our agreement

**We** 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:

- 1) **reasonable prospects** exist for the duration of the claim
- 2) the **date of occurrence** of the insured incident is during the **period of insurance**
- 3) any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 4) the insured incident happens within the **countries covered**.

## What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) 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 £50,000
- (b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
- (c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that reasonable prospects exist
- (d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that reasonable prospects exist, and

- (e) 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 **we** will pay in **costs and expenses** is the value of the likely award.

**What we will not pay**

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

**The meaning of words in this Policy**

The following words have these meanings wherever they appear in this policy in bold:

**Appointed representative**

The **preferred law firm**, law firm, or other suitably qualified person **we** will appoint to act on **your** behalf.

**Cost and expenses**

- (a) All reasonable and necessary costs chargeable by the **Appointed representative** and agreed by **us** in accordance with **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them or pay them with **Our** agreement.

**Countries covered**

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

**DAS Standard Terms of Appointment**

The terms and conditions (including the amount **we** 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).

**Date of occurrence**

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising 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).

- (b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.

**Period of insurance**

The period for which **We** have agreed to cover **you**.

**Preferred law firm**

A law firm or barristers' chambers **We** 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 **Our** agreed service standard levels, which **Ee** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

**Property**

The rental property declared to **us**.

**Reasonable prospects**

For civil cases, the prospects **you** will recover losses or damages (or obtain any other legal remedy that **we** 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%. **We**, or the **preferred law firm** on **our** behalf, will assess whether there are reasonable prospects.

**We, us, our, DAS**

DAS Legal Expenses Insurance Company Limited.

**You, your**

The person who has taken out this policy (the policyholder), being the owner of the property.

**Helpline Services**

**You** can contact **our** UK based call centres 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** record all inbound and outbound calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

**Legal advice service call 0844 893 0960**

**We** provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Channel Islands, the Isle of Man, 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 to 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** cannot accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

## Cover

**We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- (a) the **date of occurrence** of the insured incident is during the **period of insurance**; and
- (b) any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- (c) for civil claims it is always more likely than not that **you** will recover damages (or other legal remedy which **we** have agreed to).

## Insured Incidents

### What is covered

#### 1 – Property protection

A civil dispute relating to the **property** that **you** own following:

- (a) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it)
- (b) a trespass.

*Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.*

### What is not covered

A claim relating to the following:

- (i) a contract **you** have entered into
- (ii) any building or land not covered by this policy
- (iii) 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
- (iv) work done by, or on behalf of, any government or public or local authority unless the claim is

for accidental physical damage

- (v) mining subsidence
- (vi) 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)
- (vii) the enforcement of a covenant by or against **you**.

### What is covered

#### 2 – Legal defence

**Costs and expenses** to defend **your** legal rights if an event arising from **you** renting property leads to **you** being prosecuted in a court of criminal jurisdiction under the following:

- (a) The Gas Safety (Installation and Use) Regulations 1994; or
- (b) The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993; or
- (c) The Electrical Equipment (Safety) Regulations 1994.

### What is not covered

Any claim where **you** do not take all reasonable steps to comply with these Regulations.

## Policy Exclusions

**We** will not pay for the following:

#### 1. Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

#### 2. Costs we have not agreed

**Costs and expenses** incurred before **our** written acceptance of a claim.

#### 3. Court awards and fines

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

#### 4. Legal action we have not agreed

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

#### 5. Group litigation order

Any claim where you may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.

**6. Defamation**

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

**7. A dispute with DAS**

A dispute with **us** not otherwise dealt with under policy condition 8.

**8. Judicial review**

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

**9. Nuclear, war and terrorism risks**

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**Policy Conditions**

**1. Your legal representation**

- (a) On receiving **Your** claim, if legal representation is necessary, **We** will appoint a preferred law firm or in-house lawyer as **Your** appointed representative to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court.
- (b) If the appointed **Preferred law firm** or **Our** in-house lawyer 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**.
- (c) If you choose a law firm as **Your Appointed representative** who is not a **Preferred law firm**, **We** 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 **We** will pay is the amount **We** would have paid if they

had agreed to the **DAS Standard Terms of Appointment**.

- (d) The **Appointed Representative** must cooperate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 2. Your responsibilities**
- (a) **You** must co-operate fully with **us** and the **appointed representative**.
  - (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.
- 3. Offers to settle a claim**
- (a) **You** must tell **Us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **Our** written consent.
  - (b) If **You** do not accept a reasonable offer to settle a claim, **We** may refuse to pay further legal costs.
  - (c) **We** may decide to pay **You** the reasonable value of **Your** claim, instead of starting or continuing legal action. In these circumstances **You** must also allow **Us** to take over and pursue or settle any claim in **Your** name. **You** must also allow **Us** to pursue at **Our** own expense and for **our** own benefit, any claim for compensation against any other person and **You** must give **Us** all the information and help **We** need to do so.
  - (d) Where a settlement is made on a withoutcosts basis **We** will decide what proportion of that settlement will be regarded as costs and expenses and payable to **us**.

**4. Assessing and recovering costs**

- (a) **You** must instruct the **appointed representative** to have legal costs taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

**5. 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 **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

**6. Withdrawing cover**

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to

the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from you any **costs and expenses we** have paid.

## 7. Expert opinion

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

## 8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

## 9. Keeping to the policy terms

**You** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Cancelling the policy

**You** can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

## 11. Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim **you** have made to obtain benefit

under this policy is fraudulent or intentionally exaggerated, or

- (b) a false declaration or statement is made in support of a claim.

## 12. Claims under this policy by a third party

Apart from **us**, **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.

## 13. 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, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 14. 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, Channel Islands and the Isle of Man as appropriate.

## Data Protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data such as convictions) that **we** collect from **you** in accordance with **our** Privacy Policy. To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose your personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address below.

## **How to make a complaint**

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address below.

Or **you** can phone **us** on 0844 893 9013 or e-mail **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR.

**You** can contact them on: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones).

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

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

### **Our address**

DAS Legal Expenses Insurance Company Limited

DAS House  
Quay Side

Temple Back  
Bristol

BS1 6NH

Registered in England and Wales, number 103274.



Arranged by



**Policyfast**