



select & protect

*A Personalised Approach*

# Landlords Insurance

## Policy Wording

# Index

	<b>Page Number</b>
<b>Section 1</b>	
Welcome to your Let Property Insurance Cover Areas	2 - 3
<b>Section 2 - Understanding and using the policy</b>	4 - 7
The Policy documents	
The Insurance	
Contract Changing your mind	
What are my responsibilities?	
What are the limits of our liability?	
How do I check if my policy provides cover?	
I think I need to claim. How do I check if help is available?	
<b>Section 3 -Buildings option</b>	8 -11
<b>Section 4 -Buildings Accidental Damage Option</b>	12 - 14
<b>Section 5 - Buildings Malicious Damage Option</b>	15
<b>Section 6 - Landlord's Contents option</b>	16 - 18
<b>Section 7 - Landlord's Contents Accidental Damage Option</b>	19 - 20
<b>Section 8 - Landlord's Contents Malicious Damage</b>	21
<b>Section 9 - Landlord's Emergency Assistance Option</b>	22 - 26
<b>Section 10 - Landlord's Legal Protection Option</b>	27 - 35
<b>Section 11 - Conditions and Exclusions relating to sections 3 to 10 inclusive</b>	38 - 44
Policy Exclusions	
Policy Conditions	
Claims Conditions	
How to Make a Claim	
How we settle claims	
No claim discount	
Language and communication	
<b>Section 12 - How to make a Complaint</b>	45
<b>Section 13 - Data Protection: Information</b>	46
<b>Section 14 - Words and phrases with special meanings</b>	50
<b>Getting in touch</b>	51

# Welcome to your Landlords Insurance

## Thank you for taking out Select & Protect Landlords Insurance

We want **you** to understand **your** insurance policy for **your** Let Property and **we** therefore strongly recommend that **you** read this policy booklet along with **your** policy schedule, to make sure **you** understand what it covers and the limits that apply. Please contact **our** knowledgeable and friendly staff if **you** have any queries at any time during **your** relationship with Select & Protect - **you** will find **our** contact details on the final page of this policy booklet.

This policy is divided into sections. Sections 3 to 10 describe options (areas of cover) which can be selected or deselected by **you**. There are a number of 'covers' within each of these options, showing the causes of damage against which the policy provides cover (where the relevant option is selected by **you**).

So, for example, if **you** wish to insure the property against **accidental damage**, **you** can choose to protect it by selecting the **Accidental Damage to Buildings** option. However, the choice is yours and **you** do not need to pay for this cover if **you** don't require it.

**You** can amend **your** policy by adding or removing options, or (for some options) change the level of cover, at any time during **your** period of insurance cover by using the contact details shown on the back of this policy booklet. **We** strongly recommend that **you** review **your** level of cover at least annually.

It is very important that **you** have sufficient cover since being under-insured could affect any settlement that **you** receive in the event of a claim. This applies at the start and throughout the period of cover, so for example, if **you** obtain additional items for the property that **you** would like to be covered, **you** must let **us** know so **we** can help ensure that **you're** properly covered (see 'Information and Changes **we** need to know about from page 38).

Please remember that **your** policy is intended to cover **you** against unforeseen events like fire or theft occurring whilst **you** have this policy in force and there are some things that it does not cover, such as damage by frost, damp, insects or vermin, damage which happens gradually over a period of time (such as 'wear and tear' and rot) and damage which happened before the policy started. Please also remember that it is important that **you** regularly maintain **your** property, keeping it in good condition and in good repair, taking reasonable care to prevent loss and damage. **You** will find more detail within this policy booklet.

# Cover Areas

This policy is made up of the mandatory core covers which are **Buildings** (Section 3) and/or Landlord's **Contents** (Section 6). At least one of these must be selected in order to benefit from the cover options described below.

Each section of cover is described in this policy booklet, where **you** will see the extent of the cover and any limits that apply. The sections that **you** have selected will be shown in **your** policy schedule - if **you** have any questions, give **us** a call or send an e-mail and **we** will be pleased to help.

Remember, **you** can change the sections covered under **your** policy to meet **your** evolving needs at any time by giving **us** a call.

<b>Buildings Core Cover</b>	<b>Contents Core Cover</b>
<b>Buildings (Section 3)</b>	<b>Landlord's Contents (Section 6)</b>
Where this is selected, we'll cover the <b>buildings</b> of <b>your</b> let property and other permanent structures on <b>your</b> land such as garages and outbuildings, drives, walls, fences and gates against damage by fire, flood, subsidence and other causes described in section 3.	Where this is selected, we'll provide cover for the items that <b>you</b> have in the property to furnish it for letting purposes, such as furniture, furnishings and white goods.
<b>Buildings Optional Cover</b>	<b>Contents Optional Cover</b>
<b>Accidental Damage to Buildings (Section 4)</b>	<b>Accidental Damage to Landlord's Contents (Section 7)</b>
<b>Accidental damage</b> cover should be added to the <b>buildings</b> section if <b>you</b> want <b>us</b> to be able to help in the event that damage is caused accidentally in addition to the causes described in section 3.	<b>Accidental damage</b> cover should be added to the Landlord's <b>contents</b> sections if <b>you</b> want <b>us</b> to be able to help in the event that damage is caused accidentally in addition to the causes described in sections 6.
<b>Malicious Damage to Buildings (Section 5)</b>	<b>Malicious Damage to Landlord's Contents (Section 8)</b>
Malicious damage cover should be added to the <b>buildings</b> section if <b>you</b> want <b>us</b> to be able to help in the event that damage is caused by a tenant or tenants acting with the deliberate intention of causing harm in addition to the causes described in section 3.	Malicious damage cover should be added to the <b>contents</b> section if <b>you</b> want <b>us</b> to be able to help in the event that damage is caused by a tenant or tenants acting with the deliberate intention of causing harm in addition to the causes described in section 6.
<b>Landlord's Emergency Assistance (Section 9)</b>	
This option is designed to provide <b>you</b> with assistance in a variety of emergency circumstances at <b>your</b> let property, such as a burst pipe, a blocked drain or the failure of the heating system.	
<b>Landlord's Legal Protection (Section 10)</b>	
Select this option if <b>you</b> would like protection from the costs of litigation arising from a number of different scenarios connected with <b>your</b> let property. With this option <b>you</b> also get access to plenty of useful legal advice and guidance for dealing with personal legal issues.	

# Section 2: Understanding and using the policy

## The Policy documents

This policy is a legal contract between **you** and **us**. The contract is in two parts – the policy wording in this policy booklet and the policy schedule.

The policy wording explains what is, and what is not covered within each of the sections, how claims are settled and other important information. The schedule shows which options of the policy have been selected by **you**, the limit of **our** liability under each section and the **insurance premium** payable by **you**. **We** suggest that **you** keep the schedule and the policy wording together for reference.

Some words and phrases used in this policy have a special meaning which for clarity, are defined in this policy booklet. Whenever a word with a special meaning is used in the policy it will be printed in bold type.

There are conditions of the insurance that **you** will need to meet as part of this contract and these are described in this policy booklet. Please take the opportunity to read the policy conditions.

A new policy schedule will be sent to **you** each year before renewal so **you** can check that the cover still meets **your** needs. **We** recommend that **you** review whether **you** have the right amount of cover at least annually - please contact **us** using the contact details on the back of this policy booklet if **you** would like any help with this. A new schedule will be sent to **you** whenever a change is made to the insurance.

Customers with disabilities: This policy booklet and other associated documents are also available in large print, audio and Braille. If **you** require any of these formats, in the first instance, use the contact details at the back of this policy booklet.

## The Insurance Contract

The policy documents described above form **your** contract with the Insurer(s) named on **your** policy schedule ('us'). A separate agreement exists between **you** and the insurance administrator, Select & Protect, in connection with the policy administration services that they provide to **you** and the associated **policy administration fee** is shown on **your** policy schedule, separate to the **insurance premium**.

For convenience, the **insurance premium** and the **policy administration fee** will together make up the single annual payment shown on **your** policy schedule. If **you** choose to pay this on a monthly basis through a premium finance arrangement, **your** contract with the provider of the premium finance will be separate to the contract described here, although **we** reserve the right to terminate the policy in the event that there is a default in instalment payments due under any supporting loan agreement.

Our part of the contract is that **we** will provide the cover set out in this policy wording:

- For those options which are shown on the policy schedule;
- During the **insurance period** set out on the policy schedule.

**Your** part of the contract is that **you** must:

- Pay the **insurance premium** as shown on the policy schedule for each **insurance period**;
- Comply with all the conditions set out in this policy.
- Take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and when **you** make changes to **your** policy. If the information provided by **you** is not complete and accurate, there are a number of possible consequences. For example **we** may cancel **your** policy and refuse to pay any claim, or not pay any claim in full, or revise the **insurance premium and/or excess (the first part of any claim that you must pay), or the**

**extent of the cover may be** and/or **excess** (the first part of any claim that **you** must pay), or the extent of the cover may be affected.

- Advise **us** of changes that may arise throughout the **insurance period** (see “Information and Changes **we** need to know about” on page 38). When **we** are notified of a change, **you** will be told if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or **insurance premium** being applied to **your** policy.

If **your** part of the contract is not met, **we** may turn down a claim or increase the **insurance premium**, or **you** may find that **you** do not have any cover. If **you** are in any doubt, please ask, using the contact details on the back page of this policy booklet.

For **your** protection, each of the insurers underwriting this policy are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if the insurers cannot meet their obligations, depending on the circumstances of **your** claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. **We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live. This policy has been issued in the United Kingdom.

## Changing your mind

Once **you** receive the policy schedule (or once cover under this policy has started, if this is later), **you** have 14 days to make sure the cover is exactly what **you** need. If it isn't, or if **you** have any queries, please contact **us** as **we** will be happy to explain and/or to make changes to meet **your** needs. Alternatively, **you** may ask for the policy to be cancelled and **you** will receive a full refund of **insurance premium** as long as no claim has been made.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force until the renewal date and **you** will be required to pay the **insurance premium** as stated. **We** will write to **you** at least 21 days before each renewal date to advise **you** if **we** are able to continue cover for a further year.

See ‘Cancelling the Policy’ on page 39 for information on how to cancel the policy after this 14 day period has expired.

## What are my responsibilities?

The policy does not cover wear and tear, repairs and work necessary to maintain the property or **contents** in a good condition, or damage through causes that operate gradually. **You** will need to be reasonably vigilant and maintain **your** property in a good state of repair. For example, the policy does not provide cover for damage caused by the lack of, or the poor condition of, appropriate grout and/or sealant around a bath, sink or shower fitting.

**You** must take reasonable care to avoid the need to claim and the policy does not cover damage or loss due to a lack of reasonable care on **your** part.

Claims should be made promptly after **you** become aware of damage or loss (or in the event of a potential claim under section 10, Landlord's Legal Protection, where this option has been selected by **you**, promptly after becoming aware of **your** need for legal assistance).

**You** will need to make sure that the amounts insured, as shown on the policy schedule for each section, are adequate and are kept up to date as changes to **your** property occur. For example, remember to consider if **you** have adequate cover if **you** provide additional or higher value furnishings to the property. The limits of **our** liability under this policy are not automatically ‘index linked’ to keep track with inflation.

In the event of a claim, it is **your** responsibility to demonstrate that loss or damage has occurred and to demonstrate the extent of that loss, although this does not apply to the Landlord's Emergency Assistance and Landlord's Legal Protection options (sections 9 and 10) where these options have been selected by you. **We** recommend that **you** safely keep items such as receipts, valuations, photographs, instruction booklets and guarantee cards which may help with **your** claim.

Not meeting these responsibilities could affect the outcome of any claim that **you** make.

## What are the limits of our liability?

On **your** Policy Schedule, **you** will see the limits of **our** liability for each option that **you** have selected - this is the most that **we** will pay in the event of a claim under that option. It is important that **you** check that this is adequate to replace all of **your** property which is covered by that section of the policy. For example, if **you** select the Landlord's **Contents** option, **you** should add up the cost of replacing all of the items that are covered under that section and ensure **you** have selected a limit of liability that would allow all of these to be replaced in the event of a complete loss; for example if the worst were to happen and there was a major fire at **your** property.

Having an inadequate limit of liability (being 'under-insured') could affect any settlement that **you** receive in the event of a claim. This applies at the start and throughout the **insurance period**, so **we** recommend that **you** review this at least annually.

## Before a loss, how do I check if my policy provides cover?

### Sections 3-8:

- i. Check **your** policy schedule to see if **you** have selected the relevant option.
- ii. Look at the cover included in the option - the first column tells **you** what is included. Opposite it tells **you** what is not included.

### Section 9 - Landlord's Emergency Assistance:

- i. Check **your** policy schedule to see if **you** have selected this option.
- ii. Look at the cover included in the option - 'Insured incidents' explains what is covered.
- iii. Finally, check the section 'What is not covered by this policy'

### Section 10 - Landlord's Legal Protection

- i. Check **your** policy schedule to see if **you** have selected this option.
- ii. Read the text following the heading "Help with **your** legal problems"

## I think I need to claim. How do I check if help is available?

### Section 3-8:

Follow steps shown above to see if the policy provides cover, then:

- i. Determine what caused the loss or damage.
- ii. Look in the relevant section(s) of the policy to see what is and is not covered.
- iii. Read the policy conditions and exclusions (from page 36), and the claims conditions (page 39).

iv. Finally, read 'How **we** settle claims' (from page 41)

## Section 9 - Landlord's Emergency Assistance:

- i. Check **your** policy schedule to see if **you** have selected this option.
- ii. Consider whether the circumstance is a 'home emergency' as described in this section.
- iii. Consider whether the emergency arises as a result of one of the 'insured incidents' described in this section.

Please note that if the service **you** need is not provided under the terms of this policy, **we** will try (if **you** wish) to arrange the service at **your** expense.

## Section 10 - Landlord's Legal Protection:

If **you** have a personal legal problem, please telephone the helpline and speak to one of **our** legal teams (contact details can be found on page 28). They will ask **you** about **your** legal issue and if necessary, call **you** back to give **you** legal advice.

Often, taking advice early can prevent the dispute from escalating as **we** will try to help **you** to avoid the need for litigation and a claim on the policy.

Remember that **you** are able to seek legal advice on matters that are not covered by the policy, such as family law.

# Section 3: Buildings Option

This section sets out the cover provided for **buildings**.

<b>PROPERTY INSURED</b>	<b>PROPERTY NOT INSURED</b>
<p>The <b>buildings</b> comprise.</p> <p>The residential property together with its;</p> <ul style="list-style-type: none"> <li>▪ Terraces, patios, drives, footpaths, walls, fences, gates, hedges, swimming pools, ornamental ponds, hard courts fountains, and fixed tanks providing fuel to the property;</li> <li>▪ Outbuildings, sheds, greenhouses and storage structures designed to be lasting and immovable;</li> <li>▪ Fixtures, fittings and decorations within the residential property;</li> </ul> <p>These must be at the address shown on the schedule of insurance.</p>	<p>Any property where the <b>building</b> or part of the <b>building</b> is used for any trade, professional or business purposes unless;</p> <ul style="list-style-type: none"> <li>▪ the trade, professional or business use is purely clerical in nature; and</li> <li>▪ no staff are employed to work from the <b>home</b>; and</li> <li>▪ no visitors visit the property in connection with the trade, profession or business; and</li> <li>▪ no business money or stock are kept in the building</li> </ul> <p>Items for which cover is provided by section 6 of this policy (Landlord's <b>contents</b>) such as items of furniture, furnishings and white goods where these items are not fixed to the property.</p>
<b>COVER</b>	<b>EXCLUSIONS</b>
<p>Physical damage to the <b>buildings</b> caused by the following:</p>	<p>The <b>excess</b>, noting that:</p> <ul style="list-style-type: none"> <li>▪ The <b>excess</b> applying to cover 5 within this option is £1,000 unless shown otherwise in the policy schedule.</li> <li>▪ The <b>excess</b> applying to cover 4 within this option is £250 unless shown otherwise in the policy schedule.</li> <li>▪ The <b>excess</b> applying all other covers within this option is as shown on <b>your</b> schedule of insurance</li> <li>▪ Any amount over that shown as <b>our</b> limit of liability in <b>your</b> schedule of insurance.</li> </ul> <p>Any loss in value of a damaged item because it is part of a set or suite or following damage to part of a set or suite, or any loss in value of the whole set or suite or undamaged parts of it.</p> <p>Damage while the property has been <b>unoccupied</b> for more than 60 days.</p>
(1) Fire, lightning, explosion, earthquake and smoke	<p>Loss or damage caused by scorching, singeing or melting unless a fire starts gradually over a period of time by one or a series of causes.</p>
(2) Riot, civil commotion, labour and political disturbances and strikes	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>i. not reported to the police within 7 days of it happening</li> <li>ii. while the <b>home</b> is <b>unoccupied</b>.</li> </ul>

<p>(3) Storm or flood</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>i. caused by a change in the water table level</li> <li>ii. to swimming pool covers, gates, hedges or fences.</li> </ul>
<p>(4) Escape of water or oil from any fixed domestic water or heating system</p> <p>This section includes up to £5,000 for removing and subsequently repairing/replacing elements of the <b>buildings</b> where this is a necessary step in order to locate the source of the escape of water or oil.</p>	<p>Loss or damage to the system itself. Note that the <b>excess</b> will be £250 unless shown otherwise in <b>your</b> schedule of insurance.</p>
<p>(5) Landslip, subsidence or ground heave of the site on which the <b>buildings</b> stand.</p> <p>Note: Land-slip means the downward movement of sloping ground.</p> <p>Subsidence means downward movement of the site on which the <b>buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.</p> <p>Heave means upward and/or lateral movement of the site on which the <b>buildings</b> stand or of land belonging to it, caused by swelling of the ground.</p>	<p>Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the <b>home</b> unless <b>we</b> also accept a claim for subsidence, heave or landslip damage to the <b>home</b>.</p> <p>Loss or damage resulting from:</p> <ul style="list-style-type: none"> <li>i. building foundations which do not meet building regulations applying when the foundations were laid</li> <li>ii. coastal or river erosion</li> <li>iii. new structures bedding down</li> <li>iv. newly made up ground settling</li> <li>v. normal settlement, shrinkage or expansion</li> </ul> <p>demolition, structural alteration or repair.</p> <p>Damage to the solid floor slabs of any of the <b>buildings</b> unless the foundations beneath the external walls of <b>your home</b> are damaged by the same cause at the same time.</p> <p>Note that the <b>excess</b> will be £1,000 unless shown otherwise in <b>your</b> schedule of insurance.</p> <p>Loss or damage covered under a NHB Certificate or other similar guarantee.</p>
<p>(6) Theft or attempted theft</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>i. while <b>your home</b> is <b>unoccupied</b></li> <li>ii. caused by <b>your</b> tenants</li> </ul> <p>unless entry and/or exit is gained by forcible and violent means.</p> <p>Loss or damage not reported to the police within 7 days of it being discovered.</p>
<p>(7) Impact to the <b>buildings</b> which happens from a cause originating outside the <b>buildings</b>.</p>	<p>Loss or damage arising from repair or renovation of the <b>buildings</b>.</p> <p>Any amount over £500 for the cost of felling, lopping, removing and disposing of a tree(s) unless that tree has caused the loss or damage to the <b>buildings</b>.</p>

<p>(8) Freezing of water in any fixed domestic water or heating system.</p>	
<p>(9) Damage to the <b>buildings</b> caused by forced access to deal with a medical emergency or to prevent damage to the <b>home</b>.</p>	
<p><b>In addition we provide the following cover:</b></p>	<p><b>EXCLUSION</b></p>
<p>(10) If the <b>home</b> is damaged by any cause covered under this Buildings Option and as a result it cannot be lived in, <b>we</b> will pay the rent payable to <b>you</b> until the <b>home</b> is ready to live in.</p>	<p>Any amount over £80,000 for each claim. We will not pay for rent for more than 24 months.</p>
<p>(11) If <b>you</b> suffer any loss or damage to <b>your buildings</b> which is covered under this buildings section, <b>we</b> will pay up to up to the <b>buildings</b> sum insured for costs payable by <b>you</b> relating to one or more of the following:</p> <ul style="list-style-type: none"> <li><b>i.</b> architects, surveyors and other professional fees incurred as a direct result of the loss or damage</li> <li><b>ii.</b> complying with European, UK and local authority statutory requirements as a direct result of the loss or damage</li> <li><b>iii.</b> clearing debris, demolition and making the <b>buildings</b> safe following the loss or damage provided that <b>we</b> have given <b>you our</b> prior written consent to these costs.</li> </ul>	<p>Any fees charged for preparing or furthering a claim under this buildings section.</p> <p>Any amount over the sum insured for <b>buildings</b> (set out in <b>your</b> Schedule Of Insurance).</p> <p>Costs incurred by <b>you</b> which are incurred as an indirect result of the loss or damage to <b>your buildings</b>.</p> <p>Costs for which <b>we</b> have not given <b>you our</b> prior written consent.</p>
<p>(12). If <b>you</b> agree to sell the <b>buildings</b>, the buyer will have the same cover as <b>you</b> under this buildings section of the policy from exchange of contracts until completion of the sale.</p> <p>This does not apply if <b>buildings</b> insurance has been arranged for the benefit of the buyer.</p>	
<p>(13). If <b>you</b> agree to buy other <b>buildings</b> to replace <b>your</b> existing <b>buildings</b> and <b>we</b> agree to insure <b>your</b> other <b>buildings</b> (either under this or a separate insurance policy for which an additional <b>insurance premium</b> may be charged), <b>we</b> will continue to cover <b>your</b> existing <b>buildings</b> from the date <b>your</b> new cover begins for three months or until completion of contracts (whichever happens first).</p>	

<p>(14). <b>We</b> will pay up to £2,000,000 for amounts which legally have to pay as damages if:</p> <ul style="list-style-type: none"> <li>i. there is an accidental death, accidental bodily injuries or accidental loss of or damage to the property, and</li> <li>ii. that death, injury or damage happens because either: <ul style="list-style-type: none"> <li>▪ You own the <b>buildings</b>, or</li> <li>▪ You previously owned and occupied the <b>buildings</b> and defective work is or was done to the <b>buildings</b> during the period of <b>your</b> ownership which caused that death, injury or damage (s.3 Defective Premises Act 1972).</li> </ul> </li> </ul>	<p>Any amounts over £2,000,000 for each claim <b>you</b> make (whether for one or more incident to the property). This will include all <b>your</b> costs and expenses (but not any fines penalties) provided they are agreed with <b>us</b> in writing before they are incurred. Any claim for accidental death, accidental bodily injury or accidental loss or damage to property if it happens as a result of:</p> <ul style="list-style-type: none"> <li>i. the use of lifts</li> <li>ii. the use of or ownership of any mechanically or electrically operated vehicles (except domestic garden equipment)</li> <li>iii. any wilful or malicious acts by <b>you</b> or <b>your</b> family</li> <li>iv. the use of the <b>buildings</b> either wholly or partly for <b>your</b> trade, business or occupation other than the letting of this <b>home</b>.</li> </ul> <p>Any additional liability <b>you</b> may have because <b>you</b> have entered into an agreement which <b>you</b> have not fulfilled.</p> <p>Accidental death or accidental bodily injury to <b>you</b> or <b>your</b> family or any other family member living with <b>you</b> permanently at the time of the incident resulting in the claim.</p> <p>Accidental death or accidental bodily injury of anyone who works for <b>you</b> as a domestic helper - whether <b>you</b> pay them or not. This includes a gardener, nanny or cleaner (or other type of home help).</p>
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# Section 4: Buildings Accidental Damage Option

This option sets out additional cover provided for the **buildings** where it is shown on the policy schedule that this option has been selected by **you**.

This option can only be chosen if the **Buildings** option has also been selected.

PROPERTY INSURED	PROPERTY NOT INSURED
The <b>buildings</b> as defined in the <b>Buildings</b> option (see page 3)	
COVER	EXCLUSIONS
Physical damage to the <b>buildings</b> , caused by the following:	<p>Any amount exceeding the limit of liability shown on the policy schedule.</p> <p>The <b>excess</b> shown on the policy schedule.</p> <p>Damage while the property has been <b>unoccupied</b> for more than 60 days.</p> <p>Any <b>home</b> used for any trade, professional or business purposes unless;</p> <ul style="list-style-type: none"> <li>▪ the trade, professional or business use is purely clerical in nature; and</li> <li>▪ <b>you</b> do not have staff employed to work from the <b>home</b>; and</li> <li>▪ <b>you</b> do not have any visitors to the <b>home</b> in connection with <b>your</b> trade, profession or business; and</li> <li>▪ <b>you</b> do not keep any business money or stock in the <b>home</b>.</li> </ul> <p>Please also see Section 11 of this policy booklet (from page 36).</p>

<p><b>1. Accidental damage</b></p> <p>Note: <b>Accidental damage</b> means sudden, unexpected and visible damage caused by something external to the damaged item in a single identifiable event and which has not been caused on purpose.</p>	<p>Damage which is excluded in the Buildings section. Damage to the <b>buildings</b> caused by:</p> <ul style="list-style-type: none"> <li>i. any domestic animal(s) at the property with <b>your</b> permission.</li> <li>ii. the demolition, structural renovation or repair of the <b>buildings</b></li> <li>iii. faulty workmanship to or defective design of the <b>buildings</b> or the use of defective materials in the <b>buildings</b></li> <li>iv. deliberate acts by <b>you</b> or <b>your</b> tenants</li> <li>v. the effect of chemicals on <b>your buildings</b> whether the effect is internal or external</li> <li>vi. wear and tear, lack of maintenance, rot, woodworm, wild animals, insects, fungi, corrosion, frost or the effect of light and heat from the sun.</li> <li>vii. water entering the <b>buildings</b> other than by storm or flood;</li> <li>viii. mechanical, electrical or electronic fault or break down;</li> <li>ix. sulphate reacting with any materials from which <b>your buildings</b> are built.</li> <li>x. the effect of chemicals</li> <li>xi. subsidence, heave, landslip, movement, settlement or shrinkage (although cover may be available under section 3)</li> <li>xii. the coast or a riverbank being worn away;</li> </ul>
<p>2. Accidental breakage of drains and pipes and <b>accidental damage</b> to cables and underground tanks which are used to provide services to or from the <b>buildings</b>, for which <b>you</b> are legally responsible.</p> <p><b>We</b> will also pay up to £1,000 for the cost of breaking into and repairing an underground drain pipe, if following a blockage between the main sewer and the <b>buildings</b>, normal methods of releasing a blockage are unsuccessful.</p>	<p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.</p> <p>Damage to any part of the <b>buildings</b> by cover 5 of the <b>buildings</b> option (subsidence, heave or land- slip), as a result of escaping water.</p> <p>Damage caused by or from:</p> <ul style="list-style-type: none"> <li>▪ poor or faulty design, workmanship or materials</li> <li>▪ demolition, alteration or repair.</li> <li>▪ damage caused by sulphate reacting with any materials from which <b>your</b> property is built.</li> </ul> <p>Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.</p> <p>Damage which is specifically excluded by any cover listed elsewhere in the Buildings option.</p>

<p>3. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of <b>buildings</b>.</p>	<p>Loss or damage occurring whilst the <b>home</b> is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Damage to ceramic hobs in movable cookers (see instead, Section 7).</p> <p>Damage to secondary double glazing whilst removed for any reason.</p> <p>Malicious damage caused by you, <b>your</b> tenants or anyone lawfully on <b>your</b> premises.</p>
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# Section 5: Buildings Malicious Damage Option

This option sets out additional cover provided for the **buildings** where it is shown on the policy schedule that this option has been selected by **you**.

This option can only be chosen if the Buildings option has also been selected.

<b>PROPERTY INSURED</b>	<b>PROPERTY NOT INSURED</b>
The <b>buildings</b> as defined in the <b>Buildings</b> option (see page 3)	
<b>COVER</b>	<b>EXCLUSIONS</b>
Physical damage to the <b>buildings</b> resulting from a tenant or tenants acting with the deliberate intention of causing harm:	<p>The <b>excess</b> shown in <b>your</b> Schedule Of Insurance. Damage while the property has been <b>unoccupied</b> for more than 60 days.</p> <p>The cost of maintenance and/or normal decoration. Loss or damage caused as a result of a tenant carrying out illegal activities.</p> <p>Please also see Section 11 of this policy booklet (from page 36).</p>

# Section 6: Landlord's Contents Option

This section sets out the cover provided for 'Landlord's **contents**' as defined in this section. It will be shown on the policy schedule if this option has been selected by you.

PROPERTY INSURED	PROPERTY NOT INSURED
<p>Landlord's <b>Contents</b> Landlord's <b>Contents</b> are defined as items of furniture and furnishings (including carpets, curtains, blinds, cushions, rugs, throws, lamps, linen, pots and pans, plates, cutlery, crockery, and white goods such as microwave ovens, fridges, freezers, cookers, dishwashers and washing machines), where these items are:</p> <ul style="list-style-type: none"><li>▪ at the address shown on <b>your</b> schedule of insurance</li><li>▪ provided for the purposes of furnishing the property for letting purposes</li><li>▪ owned by <b>you</b> (or <b>your</b> responsibility under contract) and</li><li>▪ not fixed to the property.</li></ul>	<p>Items for which cover is provided by section 3 of this policy such as fixtures and fittings (including white goods such as microwave ovens, fridges, freezers, cookers, dishwashers and washing machines where these items are 'built-in or otherwise fixed to the building).</p> <p>Any item owned by anyone other than <b>you</b>.</p>

COVER	EXCLUSIONS
<p><b>We</b> will cover loss or damage to the <b>Contents</b> in the <b>buildings</b> caused by the following:</p>	<p>The <b>excess</b>, noting that:</p> <ul style="list-style-type: none"> <li>▪ The <b>excess</b> applying to cover 5 within this option is £1,000 unless shown otherwise in the policy schedule.</li> <li>▪ The <b>excess</b> applying to cover 4 within this option is £250 unless shown otherwise in the policy schedule.</li> <li>▪ The <b>excess</b> applying all other covers within this option is as shown on <b>your</b> schedule of insurance</li> </ul> <p>Any loss in value of a damaged item because it is part of a set or suite or following damage to part of a set or suite, or any loss in value of the whole set or suite or undamaged parts of it.</p> <p>Any amount exceeding £1,000 for Landlord's <b>contents</b> which are not within the <b>buildings</b> at the time of the loss or damage.</p> <p>Where the property is let to tenants under 2 or more tenancy agreements and communally accessible areas of the property exist, <b>we</b> will not pay any amount exceeding £1,000 for Landlord's <b>contents</b> which at the time of the loss or damage, are within those communal areas.</p> <p>Any amount exceeding the limits of liability shown on the policy schedule.</p> <p>Damage while the property has been <b>unoccupied</b> for more than 60 days.</p> <p>Any amount exceeding £1,000 for Landlord's <b>contents</b> which are not in the part of the <b>buildings</b> used for residential living at the time of the loss or damage.</p>
(1) Fire, lightning, explosion, earthquake and smoke	<p>Loss or damage caused by scorching, singeing or melting unless a fire starts gradually over a period of time by one or a series of causes.</p>
(2) Riot, civil commotion, labour and political disturbances and strikes	<p>Loss or damage not reported to <b>us</b> and the police within 7 days of it happening.</p>
(3) Storm or flood	<p>Loss or damage caused by a change in the water table level.</p> <p>Loss or damage caused because the <b>Contents</b> were left in the open.</p>

<p>(4) Freezing and/or escape of water or escape of oil from any fixed domestic water or heating system.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>i. to the system itself</li> <li>ii. while <b>your home</b> is <b>unoccupied</b></li> </ul> <p>Note that the <b>excess</b> will be £250 unless shown otherwise in <b>your</b> schedule of insurance.</p>
<p>(5) Landslip, subsidence and/or ground heave of the site on which the <b>buildings</b> stand</p> <p>Note: Land-slip means the downward movement of sloping ground.</p> <p>Subsidence means downward movement of the site on which the <b>buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.</p> <p>Heave means upward and/or lateral movement of the site on which the <b>buildings</b> stand or of land belonging to it, caused by swelling of the ground.</p>	<p>Loss or damage resulting from:</p> <ul style="list-style-type: none"> <li>i. building foundations which do not meet building regulations applying when the foundations were laid</li> <li>ii. coastal or river erosion</li> <li>iii. new structures bedding down</li> <li>iv. newly made up ground settling</li> <li>v. normal settlement, shrinkage or expansion</li> <li>vi. demolition structural alteration or repair.</li> </ul> <p>Destruction or damage to <b>your contents</b> in the <b>buildings</b> unless the <b>home</b> is also damaged or destroyed by the same cause at the same time.</p> <p>Loss or damage covered under a NHBC Certificate or other similar guarantee.</p> <p>Note that the <b>excess</b> will be £1,000 unless shown otherwise in <b>your</b> schedule of insurance.</p>
<p>(6) Theft or attempted theft</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>i. while the <b>home</b> is <b>unoccupied</b></li> <li>ii. caused by <b>your</b> tenants unless entry and or exit is gained by forcible and violent means.</li> </ul> <p>Loss or damage not reported to the police within 7 days of it being discovered.</p>
<p>(7) Impact to the <b>buildings</b> which happens from a cause originating outside the <b>buildings</b></p>	<p>Damage arising from repair or renovation of the <b>buildings</b> (although cover may be available under Section 3 - buildings).</p>

# Section 7: Landlord's Contents Accidental Damage Option

This option sets out the cover provided for **accidental damage** to Landlord's **contents**. It will be shown on the policy schedule if this option has been selected by **you**.

This option can only be chosen if the Landlord's contents option has also been selected.

PROPERTY INSURED	PROPERTY NOT INSURED
Items for which the Landlord's <b>contents</b> section provides cover (see page 3).	Items which are excluded from the <b>Contents</b> option.
<b>COVER</b>	<b>EXCLUSIONS</b>
Loss or damage to Landlord's <b>contents</b> caused by the following	<p>The <b>excess</b> shown on the policy schedule.</p> <p>Any amount exceeding the limits of liability shown on the policy schedule.</p> <p>Loss or damage occurring whilst the <b>home</b> has been <b>unoccupied</b> for more than 60 days.</p> <p>Please also see Section 11 of this policy booklet (from page 36).</p>
<p><b>1. Accidental damage.</b></p> <p>Note: <b>Accidental damage</b> means sudden, unexpected and visible damage caused by something external to the damaged item in a single identifiable event and which has not been caused on purpose.</p>	<p>Damage by:</p> <ul style="list-style-type: none"> <li>▪ water entering the <b>buildings</b> other than by storm or flood;</li> <li>▪ mechanical, electrical or electronic fault or breakdown;</li> <li>▪ wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions or gradually operating cause or any process of dyeing, cleaning restoration, repair or alteration;</li> <li>▪ any domestic animal(s) at <b>your</b> property with the permission of you;</li> <li>▪ mechanical or electrical fault or breakdown or misuse;</li> <li>▪ any cover listed in the Landlord's <b>contents</b> option and which is specifically excluded under that cover.</li> </ul> <p>Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.</p>
<p><b>2. Accidental breakage of mirrors, ceramic hobs in free standing cookers or glass which forms part of the furniture in the home.</b></p>	<p>The replacement cost of any part of the item other than the broken glass.</p> <p>Loss or damage occurring whilst the <b>home</b> has been <b>unoccupied</b> for more than 60 days.</p> <p>Malicious damage caused by <b>you</b>, or <b>your</b> tenants.</p>

<p>3. Accidental loss of metered water at the <b>home</b>.</p>	<p>Loss or damage occurring whilst the <b>home</b> has been <b>unoccupied</b> for more than 60 days.</p> <p>Accidental loss of metered water costs recovered from the responsible water authority.</p> <p>Any amount exceeding £1,000.</p>
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# Section 8: Landlord's Contents Malicious Damage

This option sets out the cover provided for malicious damage caused to Landlord's **contents** by a tenant. It will be shown on the policy schedule if this option has been selected by **you**.

This option can only be chosen if the Landlord's contents option has also been selected.

<b>PROPERTY INSURED</b>	<b>PROPERTY NOT INSURED</b>
Items for which the Landlord's <b>contents</b> section provides cover (see page 3).	Items which are excluded from the Landlord's <b>contents</b> option.
<b>COVER</b>	<b>EXCLUSIONS</b>
Physical damage to the Landlord's <b>contents</b> resulting from a tenant or tenants acting with the deliberate intention of causing harm:	The <b>excess</b> shown on the policy schedule.  Any amount exceeding the limits of liability shown on the policy schedule.  Loss or damage occurring whilst the <b>home</b> has been <b>unoccupied</b> for more than 60 days.  Please also see Section 11 of this policy booklet (from page 36).

# Section 9: Landlord's Emergency Assistance Option

This option sets out the 24 hour assistance for emergencies within **your** home, which **we** provide where it is shown on the policy schedule that this option has been selected by you.

This option is designed to offer 24 hour assistance within **your** home for emergencies associated with:

- Plumbing and Drainage
- The Main Heating System
- Domestic Power Supply
- The only or all Toilet Unit(s) serving **your home**
- Home Security
- Lost Keys

Act quickly in the event of an emergency and call the assistance helpline - contact details can be found on the back page of this policy document.

## Words and phrases with special meanings in this Home Emergency Section

The words and phrases shown below have a special meaning in this section only. Whenever a word with a special meaning is used in the policy it will be printed in bold type.

**Insured persons/people** - **You** and/or the tenant/s

**Main heating system** - The main hot-water or central-heating system in the property. This includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non- domestic heating or non-domestic hot-water systems or any form of solar heating.

**Period of cover** - The period for which **we** have agreed to cover you.

**Plumbing and drainage** - The cold-water supply and drainage system within the boundary of the property and for which **you** are legally responsible. This does not include:

- i. Pipes for which **your** water supply or sewerage company are responsible;
- ii. Rainwater drains and soakaways.

**Property** - The property declared to **us** and let to a tenant, classed as a private dwelling, used for domestic purposes and having no more than 15 rooms in the United Kingdom. The property must not be used for commercial purposes other than letting. **You** must be the legal owner of the property.

**Tenant(s)** - The person(s) to whom **you** are letting the property under the tenancy agreement. By taking this policy **you** are agreeing to allow the tenant(s) to claim directly in the event of a home emergency.

**We, us, our** - DAS Legal Expenses Insurance Company Limited.

**You, your** - The person who has taken out this policy.

## How we can help

Before asking for help, please check that the problem is covered by this policy. It is important that **you** contact **our** assistance centre as soon as possible after the home emergency and within 48 hours of becoming aware of the problem. **Our** phone lines are open 24 hours a day, 365 days a year.

Do not arrange for a contractor yourself, as **we** will not pay for this.

To claim under **your** policy, please phone **us** on 0800 731 6549 and state:

- **your** name and the home address including postcode;
- the nature of the problem.

When **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to help **you** as quickly as possible. **We** will tell **you** what to do next.

All phone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call. Please note that remote locations and bad weather may affect **our** normal standards of service.

## When we cannot help

In a situation that could result in serious risk to **insured persons** or substantial damage to the **property**, **you** should immediately contact the emergency services (fire, police or ambulance). If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on 0800 111 999. If there is an emergency relating to a service such as water or electricity, **you** should also contact any company responsible for supplying the service.

**We** will pay a claim only if **we** have given **our** agreement and only if there is someone at home when **our** approved contractor arrives.

## Problems

**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** **DAS** Head Office address – please see the details at the bottom of this page.

Or **you** can phone **us** on **0344 893 9013** or email **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: South Quay Plaza, 183 Marsh Wall, London, E14 9SR

**You** can also contact them on: 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your** complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ.

**You** can also contact them on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using these services does not affect **your** right to take legal action.

### **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, 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.

## Cover

**(a) You** are covered for the assistance services in this policy for a maximum of five claims during the **period of cover** if **you** have paid **your** premium. **We** agree to provide the assistance services in this policy keeping to the terms, conditions and exclusions as long as the claim happens during the **period of cover**.

After **we** have dealt with **your** fifth claim, **your** policy becomes void. In such circumstances or if the service **you** require is not provided for under the terms of this policy, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

**(b) Your** policy covers **you** for insured incidents that are sudden, unexpected, and require immediate corrective action to:

- (i)** prevent damage or further damage to the **property**;
- (ii)** make the **property** safe or secure; or
- (iii)** relieve unreasonable discomfort, risk or difficulty to an **insured person**.

**(c) Your** policy covers **you** only if **you** have paid **your** premium. **We** agree to provide the insurance in this policy, subject to its terms, conditions and exclusions, as long as the **INSURED INCIDENT** happens during the **period of cover**.

**(d) We** will pay up to £500 (including vat) for the call-out charge, labour costs, parts and materials to provide help with an **INSURED INCIDENT**.

**(e)** If the **property** remains uninhabitable overnight following an **INSURED INCIDENT**, **we** will pay up to £250 for hotel accommodation on a room-only basis for the **tenants**.

**(f)** If this policy does not cover the service **you** need, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and **your** supplier.

## Insured Incidents we will cover

### 1. Plumbing and drainage

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in the **property**.

### 2. Main heating system

Sudden failure to function of the **main heating system** in the **property**.

### 3. Domestic power supply

The failure of the **property's** domestic electricity, or domestic gas supply, but not the failure of the mains supply.

### 4. Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only or of all toilets in the **property**.

### 5. Home security

Damage to, or the failure of, external doors, windows or locks which leaves the **property** insecure.

### 6. Lost keys

The loss of the only available set of keys to the **property** if **you** cannot replace them, or gain normal access.

## What is not covered by this policy

1. A claim following an **INSURED INCIDENT** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from any other related agreement.
2. An incident or matter arising before the start of this policy.
3. A claim where the **property** has been left **unoccupied** for 30 consecutive days.
4. A claim where **we** have given instructions relating to the help **we** are providing and an **insured person** has not followed them.
5. Costs incurred where **our** approved contractor has attended but the **property** was **unoccupied**.
6. Costs incurred before an **insured person** has notified **us** of an **INSURED INCIDENT**.
7. A claim arising from a deliberate act or omission by an **insured person**.
8. Any other **property** that **you** rent or let or that **you** own.
9. Normal day-to-day **home** maintenance that **you** should carry out or pay for (such as servicing of heating and hot-water systems) and the replacement of parts that tend to gradually wear out or need regular attention.
10. A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.
11. A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.
12. Damage caused gaining necessary access to, or in reinstating the fabric of, the **property**.
13. A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel source.
14. Damage to boundary walls, gates, hedges, fences or outbuildings and damage that only affects garages.
15. The malfunction or blockage of septic tanks, cess pits or fuel tanks.
16. A claim arising from subsidence, landslip or heave.
17. **Homes** with more than 15 rooms.
18. A claim for equipment or facilities for which **you** are not wholly and legally responsible, for example damage or access to communal areas or any shared equipment or facilities outside of the normal domestic dwelling within **your property**.

## Conditions that apply to this Home Emergency Section

1. Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **INSURED INCIDENT**.
2. An **insured person** must:
  - (a) keep to the terms and conditions of this policy;

- (b) maintain the **property** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the **property**;
- (c) try to prevent anything happening that may cause a claim;
- (d) take reasonable steps to keep any amount **we** have to pay as low as possible.

**3. We** will always cancel this policy after **we** have dealt with **your** fifth claim in the **period of cover**.

If the policy is cancelled because **we** have covered **you** for five claims in the period of cover, **we** will not refund any premium **you** have paid.

**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.

**4. We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.

**5. We** will not pay for losses that are not directly covered by this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an **INSURED INCIDENT**.

**6. We** will not pay a claim covered under another policy. **We** will not pay a claim that would have been covered by another policy if this policy did not exist.

**7.** This policy will be governed by English law.

A handwritten signature in black ink that reads "Paul Asplin". The signature is written in a cursive, flowing style.

Paul Asplin  
Chief Executive Officer

END OF LANDLORDS EMERGENCY ASSISTANCE OPTION POLICY WORDING

# Section 10: Landlord's Legal Protection Option

**You** are now protected by Europe's leading legal expenses insurer where it is shown in **your** policy schedule that **you** have selected to have this cover.

**DAS** Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by **DAS** Law Limited.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance advisor or the organisation which sold **you** this cover.

## Words and phrases with special meanings in this Legal Expenses Section

The words and phrases shown below have a special meaning in this section only. These are in addition to the words and phrases with special meanings used more generally in this policy booklet, which are defined below. Whenever a word with a special meaning is used in the policy it will be printed in bold type.

**Appointed lawyer** - The lawyer, or other suitably qualified person, whom **we** appoint to act for you in accordance with the terms of this policy.

### **Costs and expenses** - (a) **Accountant's costs**

A reasonable amount in respect of all costs reasonably incurred by the suitably qualified person.

### (b) **Legal costs**

All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis.

### (c) **Opponents' costs**

The costs incurred by opponents in civil cases if **you** have to pay them, or pay them with **our** agreement.

**Countries covered** - The United Kingdom of Great Britain and Northern Ireland.

### **Date of occurrence** - (a) **For civil cases** (except under insured incident 7 **TAXPROTECTION**)

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events.

### (b) **For criminal cases**

The **date of occurrence** is when **you** began or are alleged to have begun to break the criminal law in question.

### (c) **For full enquiries**

The **date of occurrence** is when HM Revenue & Customs first notifies **you** in writing of their intention to make an enquiry.

**Full enquiry** - An extensive examination by HM Revenue & Customs which considers all aspects of **your** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.

**Hotel expenses** - Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

**Period of insurance** - The period for which **we** have agreed to cover **you**.

**Rent arrears** - Unpaid rent that:

- is owed to **you** under a tenancy agreement, or
- would have been owed to **you** but for the breach of a tenancy agreement to let **your property**: where **we** have accepted **your** claim under insured incident 1 **REPOSSESSION**.

**Storage costs** - £10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

**We, us, our, DAS** - DAS Legal Expenses Insurance Company Limited.

**You, your** - The person, business or property owner who has taken out this policy.

**Your property** - The property **you** have told **us** about.

## Helpline Services

Where this Legal Expenses option has been selected by **you**, **you** and **your** family can contact **our** UK-based call centres 24 hours a day, seven days a week. **We** may need to arrange to call **you** back depending on **your** enquiry. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls, except those to the counselling service.

Call **0344 893 9011** for any of the below helplines other than the counselling service.

### **Eurolaw Legal Advice**

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. **We** may send information to legal advisors in these countries.

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**

**We** will give **you** confidential advice over the phone on personal tax matters.

Tax advice is provided by tax advisors 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.

### **Domestic Assistance**

**We** will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or **building** damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

### **Counselling**

**We** will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

To contact the counselling helpline, phone **us** on **0344 893 9012**.

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

# Help with your legal problems

To make a claim under this policy where it is shown on the policy schedule that this Legal Expenses option has been selected please phone **us** on **0344 893 9011**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this policy, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

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

**You** may prefer to email **your** claim to **us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

## When we cannot help

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

## Data Protection

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

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

### Who we are

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

### How we will use your information

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

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

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided

and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

### **What is our legal basis for processing your information?**

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### **What are your rights?**

You have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you
- You have the right to have inaccuracies corrected for personal data held about you
- You have the right to have personal data held about you erased
- You have the right to object to direct marketing being conducted based upon personal data held about you
- You have the right to restrict the processing for personal data held about you, including automated decision-making
- You have the right to data portability for personal data held about you

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

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH  
Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### **How to make a complaint**

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)

# 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 DAS** Head Office address – please see page 30. Or **you** can phone **us** on 0344 893 9013 or email **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, Harbour Exchange Square, London, E14 9SR.

**You** can also contact them on 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your** complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

Using these services does not affect **your** right to take legal action.

## Head and Registered Office

### **DAS Head and Registered Office is:**

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.

### **DAS Law Limited Head and Registered Office:**

DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

## Cover

**We** agree to provide the insurance in this policy, as long as:

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

# What we will pay

For an insured incident under this policy **we** will pay **your**:

- **accountant's costs** under insured incident **7 TAXPROTECTION**;
- **hotel expenses**;
- **legal costs**, including **legal costs** to make or defend an appeal provided that:  
(a) **you** tell **us** within the time limits allowed that **you** want **us** to appeal; and  
(b) **we** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**;
- **rent arrears**, payable by **us** 30 days in arrears as shown under insured incidents **5(a)** and **5(b)**  
**RENT ARREARS** of this policy:
- **storage costs**

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

COVER	CONDITIONS/WHAT IS NOT COVERED
<p><b>1 Repossession</b></p> <p><b>We</b> will negotiate for the following:</p> <p>(a) <b>England, Wales and Scotland</b>  <b>Your</b> legal rights in trying to get possession of <b>your property</b> that <b>you</b> have let under:</p> <ul style="list-style-type: none"> <li>▪ an assured shorthold tenancy;</li> <li>▪ a short assured tenancy; or</li> <li>▪ an assured tenancy.</li> </ul> <p>These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.</p> <p><b>Your</b> legal rights in trying to get possession of <b>your property</b> if <b>you</b> have let <b>your property</b> to a limited company or partnership and <b>your property</b> has been let for people to live in.</p> <p><b>Your</b> legal rights in trying to get possession of <b>your property</b> if <b>you</b> have let <b>your property</b> and <b>you</b> live in <b>your property</b> as the landlord.</p> <p>(b) <b>Northern Ireland</b>  <b>Your</b> legal rights in trying to get possession of <b>your property</b> that <b>you</b> have let to which The Private Tenancies Order 2006 applies.</p>	<p>(i) For both (a) and (b) <b>you</b> must give the tenant the correct notices telling him or her that <b>you</b> want possession of <b>your property</b>.</p> <p>(ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.</p> <p><b>What is not covered under 1 REPOSSESSION</b>  Any claim to repossess <b>your property</b> because <b>your</b> tenant has behaved anti-socially.</p>
<p><b>2 Property Damage</b></p> <p><b>We</b> will negotiate for <b>your</b> legal rights after an event which causes physical damage to <b>your property</b>.</p> <p>The amount in dispute must be more than £1,000.</p>	
<p><b>3 Eviction of Squatters</b></p> <p><b>We</b> will negotiate for <b>your</b> civil legal rights to evict anyone who is not <b>your</b> tenant or ex-tenant from <b>your property</b> and who has not got <b>your</b> permission to be there.</p> <p><i>Please note, for England, Wales and Scotland squatting is a criminal offence and therefore please contact the police in the first instance.</i></p>	
<p><b>4 Rent Recovery</b></p> <p><b>We</b> will negotiate for <b>your</b> legal rights to recover rent owed by <b>your</b> tenant for <b>your property</b> if it has been overdue for at least one calendar month.</p>	<p>(i) If <b>you</b> accept payment (or part payment) of <b>rent arrears</b> from the tenant of <b>your property</b>, <b>you</b> must be able to provide proof that <b>you</b> have warned the tenant that it does not prevent <b>you</b> taking further action against them under this policy.</p> <p>(ii) Where the tenant is a limited company, <b>you</b> must first seek advice from the <b>appointed lawyer</b> before accepting payment of <b>rent arrears</b>.</p>

<p><b>5 Rent Arrears</b>  <b>We will:</b></p> <p>(a) pay <b>your rent arrears</b> while <b>your</b> tenant or ex-tenant still occupies <b>your property</b>;</p> <p>(b) if after vacant possession <b>your property</b> needs damage repaired to enable <b>you</b> to re-let it, <b>we</b> will pay 50% of <b>your rent arrears</b> for a maximum of three months or until <b>your property</b> is re-let, whichever happens first.</p>	<p>Provided that in both (a) and (b) <b>you</b> have:</p> <p>(i) obtained a satisfactory reference* for each tenant and each guarantor from a licensed referencing service before the tenancy started; and</p> <p>(ii) a detailed inventory of the <b>contents</b> and condition of <b>your property</b> (with supporting photographs) which the tenant has signed; and</p> <p>(iii) kept clear and up to date rental records; and provided that <b>we</b> have accepted <b>your</b> claim under <b>1 REPOSSESSION</b>.</p> <p>* The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).</p> <p><b>What is not covered under 5 RENT ARREARS</b>  <b>Rent arrears</b> once <b>your property</b> is re-let.</p>
<p><b>6 Legal Defence</b>  <b>We will:</b></p> <p>(a) defend <b>your</b> legal rights if an event arising from letting <b>your property</b> leads to <b>you</b> being prosecuted in a criminal court;</p> <p>(b) defend an appeal against <b>your</b> decision not to adapt <b>your property</b> following a request under:</p> <p>(i) The Disability Discrimination Act 1995 as amended by the DDA 2005;</p> <p>(ii) The Housing (Scotland) Act 2006;</p> <p>(iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006; or any future amending legislation.</p>	<p>Provided that for 6(b) <b>you</b> have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).</p>
<p><b>7 Tax Protection</b></p> <p>If there is a <b>full enquiry</b> into <b>your</b> personal tax affairs, <b>we</b> will negotiate for <b>you</b> and represent <b>you</b> in any subsequent appeal proceedings.</p>	<p><b>What is not covered under 7 TAX PROTECTION</b></p> <p>(1) The tax affairs of a company, or any claims if <b>you</b> are self-employed, a sole-trader or in a business partnership.</p> <p>(2) An investigation or enquiries by HM Revenue &amp; Customs Special Investigations Section or Special Civil Investigations or the HM Revenue &amp; Customs Prosecution Office.</p> <p>(3) Routine work needed to prepare tax returns to HM Revenue &amp; Customs.</p> <p>(4) Where tax returns are incomplete or <b>you</b> have not sent them on time.</p>

<p><b>8 Contract Disputes</b></p> <p><b>We</b> will negotiate for <b>your</b> legal rights in a contractual dispute arising from an agreement or an alleged agreement which <b>you</b> have entered into for buying or hiring in any goods or services in relation to <b>your property</b>.</p>	<p>Provided <b>you</b> have made the agreement during the <b>period of insurance</b> and the amount in dispute is more than £100.</p> <p><b>What is not covered under 8 CONTRACT DISPUTES</b></p> <p>A claim relating to:</p> <p>(1) construction work, designing, converting or extending <b>your property</b> where the contract value exceeds £5,000 (including VAT);</p> <p>(2) the settlement payable under an insurance policy (<b>we</b> will negotiate if <b>your</b> insurer refuses <b>your</b> claim, but not for a dispute over the amount of the claim);</p> <p>(3) a dispute arising from any loan, mortgage, pension, investment or borrowing;</p> <p>(4) the purchase of <b>your property</b>;</p> <p>(5) <b>your</b> tenancy agreement.</p>
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## What you are not covered for

1. Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.
2. Any **costs and expenses, hotel expenses or storage costs** that are incurred before **we** agree to pay them.
3. Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy.
4. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
5. Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
6. Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
7. Any claim relating to subsidence, mining or quarrying.
8. Judicial Review.
9. Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
10. Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;

- war, invasion, 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.

11. A dispute with **us** not otherwise dealt with under Condition 7.

12. Any legal action **you** take which **we** or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.

13. 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.

14. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

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

## Conditions

1. **You** must:

- (a) keep to the terms and conditions of this policy;
- (b) try to prevent anything happening that may cause a claim;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (d) send everything **we** ask for, in writing;
- (e) give **us** full and truthful details of any claim as soon as possible and give **us** any information **we** need.

2.
  - (a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
  - (b) **You** are free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:
    - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
    - (ii) there is a conflict of interest.
  - (c) In all circumstances except those in **2(b)** above, **we** are free to choose an **appointed lawyer**.
  - (d) The **appointed lawyer** will be appointed by **us** to represent **you** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **appointed lawyer** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **appointed lawyer**.
  - (f) **You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
  - (g) **You** must give the **appointed lawyer** any instructions that **we** ask for.

3.
  - (a) **You** must tell **us** if anyone offers to settle a claim.
  - (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 losses **you** are claiming instead of starting or continuing legal proceedings.

4.
  - (a) **You** must tell the appointed lawyer to have legal costs taxed, assessed or audited, if **we** ask for this.
  - (b) **You** must take every step to recover legal costs that **we** have to pay and must pay **us** any legal costs that are recovered.

5. If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
6. If **you** settle a claim or withdraw it without **our** agreement or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** **costs and expenses we** have paid.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.
8. **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.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
10. This policy will be governed by English law.

A handwritten signature in black ink that reads "Paul Asplin". The signature is written in a cursive style with a large initial 'P'.

Paul Asplin  
**Chief Executive Officer**

END OF LANDLORDS LEGAL PROTECTION OPTION POLICY WORDING

# Section 11: Conditions and Exclusions

(relating to sections 3 to 10 inclusive)

## Policy Exclusions

This insurance does not cover:

### General

Any loss (including reduction in market or sentimental value) resulting from repair or replacement of lost or damaged property or any costs not directly incurred as a result of the loss.

### Wear and tear

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, viruses, disease, gradual deterioration, cleaning, restoring, reproofing, light, atmosphere, parasites, depreciation, repairs necessary in the normal course of maintenance, corrosion, rusting, damp, mould insects, vermin, fungus, condensation, fading, frost or any or gradually operating cause, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

### Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

### Existing damage

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **insurance period** starts.

### Illegal activities

Any direct or indirect loss or damage caused as a result of the **buildings** being used for illegal activities.

### Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

### Riot, Theft and malicious acts

Any loss or damage resulting from theft, attempted theft or malicious acts by **you** or any member of **your** family

### Date change and computer viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses;

but any claim for legal expenses / benefits to pursue compensation for personal injury is not excluded.

Note: For the purposes of this exclusion:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

- Microchips include integrated circuits and microcontrollers.
- Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

### **Pollution or contamination**

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and, which occurs during any **insurance period**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### **Radioactive contamination**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

### **Sonic bangs**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

### **Terrorism**

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- (a) the use or threat of force and/or violence and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public, or any section of the public in fear, or is claimed to be caused or occasioned in whole or part for such purposes.

This terrorism exclusion applies only in respect of the **Buildings, Buildings Accidental Damage option, Contents and Contents Accidental Damage** option section of this policy.

### **War and Authorities Exclusion**

We will not pay for 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.

# Policy Conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

## Taking care

You must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

## Information and Changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and make changes to **your** policy including at renewal.

In addition, using the contact details on the front of the policy schedule, **you** must tell **us** as soon as possible (and within a maximum of 30 days) of **you** becoming aware of any of the following changes:

- you are no longer going to have an insurable interest in the property;
- the property is going to be used other than for the purpose of residential letting with an expected tenancy period in **excess** of 6 months;
- the property is un-let or to be let (in whole or in part) to a tenant who is under the age of 25 years;
- the tenant is supported by housing benefits from their local authority (also known as a 'DSS' tenant);
- your property is going to be **unoccupied** for more than 60 days (please be aware that within this policy booklet, the word '**unoccupied**' has the specific meaning defined on page 46);
- work is to be done on the property which is not routine repair, maintenance or decoration, for example, any structural alteration or extension to the property;
- the number of bedrooms in the **home** has changed;
- you have received a conviction or caution for any offence except for a driving offence;
- any increase in the value of **your** items covered (where **you** have selected cover under option 6);
- a significant change to the cost of rebuilding **your** property in the same way, size, style and appearance, including fees and related costs.
- any change or addition to the property and items to be insured that results in the need to increase the limits that are shown on **your** policy schedule;
- any part of the property is going to be used for any trade, professional or business purposes, noting that there is no need to tell **us** about trade, professional or business use if:
  - the trade, professional or business use is purely clerical in nature; and
  - you do not have staff employed to work from the **home**; and
- you do not have any visitors to the **home** in connection with **your** trade, profession or business; and
- you do not keep any business money or stock in the **home**.

You do not need to tell **us** about internal alterations to **your** property that do not significantly change the cost of rebuilding **your** property in the same way, size, style and appearance.

We may re-assess **your** cover and **insurance premium** when **we** are told about changes in **your** circumstances. If **you** are in any doubt on what **you** need to tell **us**, **we** recommend that **you** contact **us** for guidance since if **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted and **we** will be entitled to reject payment of a claim, or a claim payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of **insurance premium**.

## Fraud

If dishonesty, exaggeration or false documentation is used by **you** or anyone acting on behalf of **you** to obtain or support:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of

**insurance premium** and legal action may be taken against you.

### **Transferring your interest in the policy**

You cannot transfer **your** interest in this policy to anyone else without **our** written permission.

### **Cancelling the policy**

Your policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period.

If **you** wish to cancel the policy within 14 days of receiving the policy schedule (or within 14 days of cover starting under this policy if this is later), please see 'Changing **your** mind' on page 5.

If **you** wish to cancel **your** policy after the initial 14 day period, please email, call or write to **us** using the details shown at the front of this policy booklet. Provided that **you** have not made a claim in the current **insurance period**, **we** will refund the **insurance premium** that **you** have paid for the unexpired section of the current **insurance period**.

We can cancel (or change the terms and conditions) of this policy by giving **you** at least 14 days' notice at **your** last known address. This will not affect **your** right to make a claim for any event that happened before the date of cancellation or change in terms and conditions. If **we** cancel the policy **we** will refund the **insurance premium** that **you** have paid for the remainder unexpired section of the current **insurance period**.

You may have asked and **we** may have agreed for **your** annual **insurance premium** and **policy administration fee** to be funded by making monthly payments under a Credit Agreement, governed by the Consumer Credit Act 1974. **Your** insurance contract and any supporting loan agreement are separate (see 'The Insurance Contract' on page 4). In the event that the supporting loan agreement is terminated for any reason, **we** will terminate the insurance policy if **you** have not contacted **us** and paid the full outstanding annual cost of **your** policy to **us** within 7 days. The date of this policy termination will be based upon the period of policy cover that has been funded by you, after the full **policy administration fee** has been deducted. This date could be significantly earlier than the date on which the supporting loan arrangement was cancelled and may mean that the policy is cancelled back to the start date. Cancellation, default or other charges may apply to the supporting loan arrangement.

With the exception of cancellation within the initial 14 day period, the **policy administration fee** is not refundable.

### **Financial Sanctions**

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **insurance period** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund **insurance premiums** already paid for the remainder of the current **insurance period**, provided no claims have been paid or are outstanding.

## **Claims Conditions**

These are the claims conditions that **you** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first, such as the police or other emergency services.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 40 below.

You should also check the information on 'How **we** settle claims' for each option of **your** policy which covers

the loss or damage, e.g. landlord's **contents** or **buildings** (from page 41).

### **Rights and responsibilities**

We may need to get into a **building** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to us.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must provide us, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **We** may ask **you** to help **us** with legal action against anyone or help **us** defend any legal action.

When **you** call us, at **our** option **we** will:

- ask **you** to get estimates for **building** repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with you; or
- arrange for the repair or a replacement as quickly as possible.

### **Other insurance**

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

## **How to make a claim**

The following relates to Sections 3 to 8 inclusive. See page 23 regarding claims for Landlord's Emergency Assistance (section 9) and page 29 regarding claims for Landlords Legal Protection (section 10).

From 1st December 2015, your policy underwriter will be handling your claims. Your policy underwriter is Aviva. If you need to make a claim please call 0800 012 345 (24 hours a day, 365 days a year).

Please have the policy number or postcode handy when **you** call.  
Telephone calls may be recorded and/or monitored.

When an incident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **your** property is affected by theft, riot, a malicious act or vandalism, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in the case of riot tell **us** immediately.

If someone is holding **you** responsible for an injury or any damage, **you** must not admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **your** family must be sent to **us** straightaway without being answered. For all other claims, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect the damage.

Please see the 'Policy Conditions and Exclusions' from page 36, the 'Claims Conditions' from page 39 and

'How **we** settle claims' below for further information about making a claim. Where a liability claim may arise, **you** should neither admit nor deny responsibility for an incident.

While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that maybe required concerning the cause and value of any claim. Ideally, as part of the initial notification, **we** will need to know:

- Your name, address, **home** and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of any injuries) and addresses of any witnesses, where applicable.

This information will enable **us** to make an initial evaluation on policy cover and claim value. **We** may also ask for additional information depending upon the circumstances and value of **your** claim which may include the following:

- Original purchase receipts, invoices, instruction booklets, photographs or other means of validating the claim
- Purchase dates of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert of the extent of damage to an item **you** are claiming.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## How we settle claims (sections 3 to 10)

### Matching items

**We** will not pay for:

- any loss of value to undamaged items in a matching set as a result of another item in the set being lost or damaged;
- replacing or changing undamaged items which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area. For example each separate item of a matching set of sanitary fittings, carpets, fitted kitchen units, matching sofas and chairs or other fixtures and fittings is regarded as a single item.

**We** will only pay for lost or damaged items and not for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged.

Where **you** have to pay an **excess** this will be taken off the amount of **your** claim. Where **you** make a claim under more than one section within this policy arising from a single incident, a single **excess** will apply. The amount of this **excess** will be the higher of the **excess** amounts applicable to the policy sections under which the claim is paid.

Where a policy limit applies, and **your** claim under that section exceeds this limit, the **excess** will be applied first, followed by the limit.

### How we settle claims for buildings (sections 3 - 5)

**We** will pay for the cost of work carried out in repairing or replacing the damaged parts of the **buildings**,

together with the agreed fees and related costs, up to the market cost of such repairs and fees. At **our** option **we** will arrange for specialist investigations to be carried out.

If the repair or replacement is not carried out **we** will pay the decrease in market value of the **buildings** due to the damage or at **our** option **we** will make a cash settlement but **we** will not pay more than it would have cost **us** to repair the damage to the **buildings** if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

Repairs carried out by **our** preferred suppliers and insured under the **Buildings** option or the **Buildings Accidental Damage** option of this policy are guaranteed for 12 months in respect of quality of workmanship.

If the **buildings** have not been kept in a good state of repair or if the limit of liability at the time of the loss or damage is less than the cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings** and **we** will, where appropriate, take off an amount for wear and tear.

The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to the **buildings** in the same way, size, style and appearance as when they were new, but not more than the limit of liability shown on the policy schedule or the limits in this policy wording.

#### **How we settle claims for landlord's contents.**

If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new item of similar quality. A deduction for wear and tear will be made in respect of clothing and household linen.

If **we** agree at **your** request not to repair or replace an item, at **our** option **we** will make a cash or voucher settlement no greater than the cost **we** would have paid for replacement or repair through **our** preferred suppliers.

**We** will not pay for any loss of value to any item which **we** have repaired or replaced.

The most **we** will pay for any one claim is the amount it will cost **us** to replace **your** items insured under the options **you** have selected as new but not more than the limit of liability or any limits shown on the policy schedule or in this policy wording.

If loss or damage happens and the limit of liability on the policy schedule is less than the cost of replacing **your** items as new **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

## No claim discount

If no incident occurs during the **insurance period** which results in a claim under the **Buildings, Landlord's Contents**, a no claims discount will be applied to the **insurance premium** or **your** existing no claim discount will increase, in line with **our** scale at the renewal of the policy.

For each incident that occurs during the **insurance period** which results in a claim under the **Buildings, Landlord's Contents**, options, **your** no claim discount may reduce or be removed in line with **our** scale at the renewal of the policy.

**You** cannot transfer **your** No claim discount to anyone else.

#### **Language and communication**

All communication relating to this policy will be in English.

# Section 12: How to make a Complaint

## Complaints procedure

**We** are committed to going the extra mile for **our** customers and wherever possible, exceeding their expectations. **Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally and **we** welcome **your** feedback. If **you** believe that **we** have not delivered the service expected or **you** are concerned about any aspect of the service **we** have provided, then please let **us** know using the details shown at the back of this policy booklet.

**We** promise to:

- Fully and promptly investigate **your** complaint
- Keep **you** informed of progress
- Do everything possible to resolve **your** complaint
- Learn from **our** mistakes, using the information from **your** complaint to proactively improve **our** service in the future.

**We** aim to resolve **your** concerns within 2 working days and experience tells **us** that most difficulties can be resolved within this time.

In the unlikely event that **your** concerns have not been resolved within this time, **we** will issue a letter acknowledging **your** complaint and **we** will continue to keep **you** informed of the further actions **we** will be taking to reach a suitable conclusion.

If **you** remain dissatisfied following the final outcome of **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service:

Financial Ombudsman Service.  
Exchange Tower  
London, E14 9SR  
Telephone 0800 023 4567 (free from landlines) or  
0300 123 9 123  
<http://www.financial-ombudsman.org.uk/>

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

# Section 13: Data Protection: Information Use

## Data Protection: Information Uses

Select & Protect Landlords Insurance is administered by a company called Hood Group Limited. In this privacy notice, 'we' 'us' and 'our' refers to Hood Group Limited and its subsidiaries unless otherwise stated. It sets out how Hood Group Limited uses your personal data.

## Who We Are

At Select & Protect we respect your privacy and are committed to protecting the confidentiality of your personal data. We collect and process your personal data in line with all relevant Data Protection legislation.

Under such legislation, the Data Controllers of your personal data are:

- Hood Group Limited, trading as Select & Protect (“Select & Protect”)

Select & Protect Insurance is administered by Hood Group Limited. Hood Group Limited administers all aspects of your Residential Insurance Policy except for those provided by the Insurer. When you provide information to us, you are giving your information to Hood Group Ltd and its subsidiary companies. If you want to find out more about Hood Group Limited, please see:

[www.hoodgroup.co.uk/](http://www.hoodgroup.co.uk/)

- Your Insurance Intermediary

Your insurance broker or Adviser (or in some cases Introducer) arranges your Select & Protect Home Insurance policy and provides Hood Group Limited with all your personal information you have provided to them as part of your application process.

- The Insurer shown on your Insurance Policy Schedule (see below)

The Insurer underwrites your Residential Insurance Policy and handles any claims.

Select & Protect work with a panel of Insurers, your Insurance Intermediary will help you select the best insurer from this panel for your specific needs.

The panel of Insurers for Select & Protect Home Insurance are:

## AVIVA Insurance Limited (“AVIVA”)

If AVIVA is the insurer named on your policy schedule and you would like to find more about how AVIVA will use your personal data, please see the AVIVA privacy policy at:

[www.aviva.co.uk/legal/privacy-policy.html](http://www.aviva.co.uk/legal/privacy-policy.html)

This Select & Protect Privacy Policy may be updated from time to time to reflect developments in Data Protection legislation.

- Any applicable insurers, reinsurers or brokers used by your insurer.

## How We Use Your Information

The personal data you or your intermediary provide to Hood Group Limited will only be used for the purpose for which it was collected. The legal basis for this processing your personal data is to provide you with a contract or service, as a legitimate interest of our business or where appropriate, with your express consent. We use your personal data for the purposes of providing you with insurance, which includes:

- Assessing financial and Insurance risks
- Handling claims
- Offering you renewal of your policy
- Research or statistical purposes
- Developing and testing product and services
- Providing you with information, products or services that you request from us
- Safeguarding against fraud and money laundering
- Meeting our general legal or regulatory obligations
- Any other related purpose

Your insurer may use your personal data, obtained from you and obtained from other sources:

- To provide you with insurance: they need this to decide if they can offer insurance to you and if so on what terms and also to administer the policy, handle any claims and manage any renewal.
- To support the legitimate interests they have as a business: They need this to:
  - Manage arrangements they have with their insurers, reinsurers and brokers and for the detection and prevention of fraud,
  - Help them to better understand their customers and improve customer engagement. This includes profiling and customer analytics which allows them to make certain predictions and assumptions about customer interests, make correlations about their customers to improve products and to suggest other product which may be relevant of interest to customers.
- To meet any applicable legal or regulatory obligations: they need this to meet compliance requirements with regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- To carry out other activities that are in the public interest, for example, they may need to use personal information to carry out anti-money laundering checks.

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall inform you of this.

## What Information We Collect and How

We will collect names, addresses and other contact details provided by you when you contact us with a question, to obtain a quotation for one of our products or to provide you with your insurance policy. We will also collect information we need to identify you, financial information and other relevant information required to set up and administer your insurance policy.

We may also collect personal data about other individuals to be named on the insurance policy. If you are providing information about another person, you should ensure that they know you are doing so. You might find it helpful to show them this privacy notice.

The information we collect will be shared with and used by your insurance company for the purposes outlined above. Your insurance company may also use information provided to it by third parties. This may include information already held about you and your home within their group of companies, including details of previous quotes and claims, information obtained from publicly available records, their trusted third parties and from industry databases, including fraud prevention agencies and databases.

When you contact us online or by phone, we may collect your electronic information identifier, for example your Internet Protocol (IP) address or telephone number supplied by your service provider. For your protection, all calls to customer service are recorded.

### **Sensitive Information**

Some of the information we ask you for may be more sensitive in nature. We will not use such sensitive personal data about you except for the specific purpose for which you provide it. Your insurer will only use this information where they need to for their insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when your insurer will need your consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give them consent to use personal information, you are free to withdraw this at any time by contacting us. Please note that if consent to use this information is withdrawn we will not be able to continue to process this information you gave them for this/these purpose(s). This would not affect their use of information where consent is not required.

Of course, you don't have to provide us or the insurer with any personal data, but if you don't provide the information we need we may not be able to proceed with your application or any claims you make.

### **Who We Share Your Information With**

We share your information with your Intermediary and the insurer named on your policy schedule in providing you with your Select & Protect Home insurance policy. We do not disclose your information to anyone outside Hood Group Limited except where we have your express permission; or where we are required or permitted to do so by law; or fraud prevention agencies and other companies that provide a service to us.

These include our group companies, brokers, agents, third party administrators, underwriters, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

Your insurer may share your personal information:

- Within the insurer's group of companies, with their agents and third parties who provide services to them, your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services.
- With regulatory bodies and law enforcement bodies, including the policy, e.g. if they are required to do so to comply with a relevant legal or regulatory obligation,
- With other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes.
- With reinsurers who provide reinsurance services to your insurer and for each other in respect of risks underwritten by your insurer, with insurers who cover your insurer under their group insurance policies and with brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third-party service providers, law enforcement and regulatory bodies.

All personal data is treated with the utmost confidentiality and with appropriate levels of security. In some circumstances, we may transfer your personal data outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with all Data Protection legislation.

## **Credit Reference Agency**

Your data will be provided to LexisNexis Risk Solutions to carry out a credit check with a credit reference agency in order to provide you with a tailored quote suited to your needs. This will leave a soft footprint on your credit file, which only you can see and so will not have a negative effect on your credit score. The search will be made using full electoral roll, public information and previous search records and a record of the search will be retained by the credit reference agency. The search will be recorded on your credit report in the name of LexisNexis Risk Solutions.

## **Fraud Prevention Agencies**

If we identify or suspect fraud as a result of false or inaccurate information you have provided, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when checking details on applications for credit and credit related or other facilities; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees.

## **Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) managed by LexisNexis Risk Solutions. Under the conditions of your policy, you may be required to tell us about any incident (e.g. accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

## **Automated Decision Making**

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us to decide whether to offer the insurance and determine prices.

An example is when you buy a Residential insurance product, we may accept or reject a potential policyholder for cover based on their age. We do not offer insurance for customers above a certain age in the UK. If accepted, the automated calculation of a person's age may be used to calculate the premium payable.

After the automatic decision has been made, you have the right to speak to someone who may review the decision and provide a more detailed explanation. If you wish to invoke this right or you have any concerns regarding the decision reached, please let us know at the contact details set out below and we will arrange for a person to check the accuracy of the result.

## **Your Rights**

You have the right to ask us not to process your personal data for marketing purposes at any time, to request a copy of the personal data we hold about you, to have your personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to challenge any automated decision making (under certain circumstances) or to ask us to provide a copy of your data to any controller. You also have the right to make a complaint with the Information Commissioners Office. These rights apply whether we hold your personal data on paper or in electronic format.

## **How To Contact Us**

For further information about how we process your personal data or your rights please contact:

Data Protection Officer  
Hood Group Limited  
1st Floor Maitland House  
Warrior Square  
Southend on Sea  
Essex SS1 2JY

You may also email us at [dpo@hoodgroup.co.uk](mailto:dpo@hoodgroup.co.uk)

# Section 14: Words and Phrases with Special Meanings

Some words have a special meaning in the policy and these are listed below. Whenever a word with a special meaning is used in the policy it will be printed in bold type. There are some other words and phrases with special meanings that are only used in section 9 and in section 10; those words are listed in the relevant section.

**Accidental damage** - sudden, unexpected and visible damage caused by something external to the damaged item in a single identifiable event and which has not been caused on purpose.

**Buildings** - described in the **Buildings** section (pages 8 - 11)

**Contents** - described in the **Contents** section (page 16 - 18)

**Excess** - the first part of any claim that **you** must pay. For most sections this **excess** will be an amount selected by you, subject to a minimum of £100. **You** can change this at any time by calling **us** - Increasing the **excess** will reduce the **insurance premium** that **you** pay. Specific **excess** amounts apply to certain covers, such as the £1,000 **excess** applying to claims arising from subsidence, heave or landslip, as shown on **your** policy schedule.

**Home** – The main residential **building** which is lived in that forms part of the **buildings**

**Insurance period** - The period shown on the policy schedule and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your insurance premium**.

**Insurance premium** - The amount paid by **you** for **your** insurance cover which when added to the Insurance Premium Tax (IPT) and **policy administration fee**, determines the total cost of **your** policy. The **insurance premium** and IPT is collected by Select & Protect as **our** agent.

**Policy administration fee** - The amount charged and retained by Select & Protect for the services provided to **you** in setting up and administering the policy.

**Unoccupied** - not lived in by **your** tenant and/or their family and/or any other persons with **your** permission for the number of consecutive days stated where this word is used in this policy booklet. Note that occasional visits to the **home** (including overnight stays) do not constitute the house being lived in and do not prevent the **home** being considered **unoccupied**.

**You/Your** - The person(s) named as policyholder on the policy schedule.

**We/Us/Our** - The insurer(s) indicated on the policy schedule.

# Getting in touch

**Email us at:**

customer.service@select-protect.co.uk

**Write to us at:**

The Customer Service Team  
Select & Protect  
PO Box 5730  
Southend-on-Sea SS1 2ZT

## Or call us using the details shown below:

**General enquiries** including making a change to **your** policy or in the event of a complaint:

**0345 345 9650**

Lines are open between 8am and 6pm, Monday to Friday and between 9am and 2pm on Saturday.

Making a **Let Property claim**?

**0800 012 345**

From 1st December 2015 your policy underwriter will be handling your claims. Your policy underwriter is Aviva. Lines are open 24 hours a day, 365 days a year.

To make a Landlords Legal Protection claim:

**0344 893 9011**

Lines are open 24 hours a day, 365 days a year.

To make a Landlords Emergency Assistance claim:

**0800 731 6549**

Lines are open 24 hours a day, 365 days a year

All phone calls may be monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

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