

LANDLORDS HOME EMERGENCY

ASSISTANCE

POLICY WORDING

IMPORTANT INFORMATION – 24-HOUR ASSISTANCE

This is your Landlords Home Emergency policy - it includes everything you need to know about the emergency cover we provide. We suggest you keep this document in a safe and easily accessible place as you will need to refer to it in an emergency.

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

- Plumbing and drainage
- Main heating system
- Domestic power supply
- Toilet unit
- Home security
- Lost keys

Act quickly after an accident and call our claims unit on

0800 783 0322

TS3/4590566

Policy number

12 Months

Period of insurance from

CONTENTS

WELCOME TO DAS	3
HOW TO MAKE A COMPLAINT	4
THE MEANING OF WORDS IN THIS POLICY	5
COVER	6
INSURED INCIDENTS	7
WHAT IS NOT COVERED BY THIS POLICY	8
CONDITIONS THAT APPLY TO THIS POLICY	9

WELCOME TO DAS

Thank **you** for taking out a DAS Landlords Home Emergency policy. To make sure **you** get the most from **your** DAS cover, please take the 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 adviser.

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 783 9322 and state:

- **your** name and **your 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 page 3.

Or **you** can phone **us** on **0844 893 9013** or email **us** at 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
Website: 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
Website: 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

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.

THE MEANING OF WORDS IN THIS POLICY

Wherever they appear in this policy, the following terms have the specific meanings given below.

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: (a) pipes for which your water supply or sewerage company are responsible; (b) 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.

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 POLICY

- 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.



Paul Asplin
Chief Executive Officer

