



# Landlords' Home Emergency

Thank you for purchasing this policy.

This policy is underwritten by

DAS Legal Expenses Insurance Company Limited.

**This is your Policy Wording**



FIRST FOR JUSTICE



# Contents

<b>3</b>	<b>Welcome to DAS</b>	<b>13</b>	<b>Data protection</b>
<b>4</b>	<b>Our agreement</b>	<b>13</b>	Who we are
<b>5</b>	<b>Important information</b>	<b>13</b>	How we will use your information
<b>5</b>	How to claim	<b>13</b>	What is our legal basis for processing
<b>5</b>	How we can help	<b>13</b>	your information?
<b>6</b>	<b>Your cover – insured events</b>	<b>14</b>	How long will your information be held for?
<b>8</b>	What we will pay	<b>14</b>	What are your rights?
<b>8</b>	What we won't pay	<b>14</b>	How to make a complaint
<b>8</b>	When we can't help	<b>15</b>	<b>How to make a complaint</b>
<b>9</b>	<b>General exclusions</b>	<b>15</b>	<b>About DAS</b>
<b>11</b>	<b>Policy conditions</b>		
<b>12</b>	<b>The meaning of words in this policy</b>		

# Welcome to DAS

Thank **you** for purchasing this **DAS** Landlords' Home Emergency policy. This policy is underwritten by DAS Legal Expenses Insurance Company Limited ('**DAS**').

To make sure **you** get the most from **your** cover, please take time to read this policy wording which explains when **we** can help and when **we** can't.

**Your** insurance adviser can answer any questions **you** might have about the premium, the renewal of this policy or the type of cover offered. If an **insured person** or **authorised person** thinks they need to make a claim then they can contact **us** on the number shown on page 5.

Words shown in **bold** have special meaning and **you** can find the definitions on page 12 of this document.

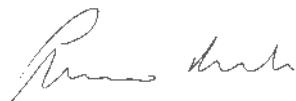
# Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

**We** agree to cover the costs of the assistance described in this policy in respect of the insured events on pages 6-7, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy provided that:

- 1 the insured event is sudden, unexpected and requires immediate corrective action to:
  - (a) prevent damage or further damage to the **let property**; or
  - (b) make the **let property** secure; or
  - (c) relieve unreasonable discomfort, risk to health or difficulty to an **insured person**
- 2 the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If **we** are unable to cover the claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. If the claim is reported by an **insured person** or **authorised person** other than **you**, **we** will need **your** permission first. The terms of such a service are a matter for **you** and the supplier.



Andrew Burke  
Chief Executive Officer, DAS Group

# Important information

Your Landlords' Home Emergency policy includes everything **you** need to know about the cover **we** provide. Keep this document somewhere safe because **you'll** need it in an emergency.

## How to claim

If an **insured person or authorised person** needs to report a claim under **your** policy, please check the information below, which states when **we** can help and what this policy covers, then phone **us** on **07401 225586**.

**We** will ask the person reporting the claim to confirm:

- their name and the **let property** address including postcode
- the nature of the problem.

**Our** phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls. By purchasing this policy, **you** are agreeing to allow any **insured person or authorised person** to contact the phone line directly, in the event of an emergency.

**We** ask that an **insured person or authorised person** doesn't arrange for a contractor themselves because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at the **let property** when **our** contractor arrives.

## How we can help

Once an **insured person or authorised person** has checked that the emergency is an insured event, it's important that they tell **us** about it as soon as they can. If **we** accept the claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

- (i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
- (ii) take other action, such as isolating a leaking component or gaining access to the **let property**.

At all times **we** will decide the best way of providing help.

# Your cover – insured events

Your Landlords' Home Emergency policy gives an **insured person** 24-hour assistance in the **let property** if **you** suffer one of the following insured events:

<b>You are covered for:</b> Please also refer to <b>our</b> agreement on page 4 <b>To make a claim call 07401 225586</b>	<b>But not covered for:</b> Please also refer to the general exclusions on page 9
<b>Roof damage</b>  Any damage to the roof of the <b>let property</b> where internal damage has been caused or is likely.	Any roof <b>you</b> do not have sole responsibility for.
<b>Plumbing and drainage</b>  Damage to, or blockage, breakage or leaking of, the drains or plumbing system that <b>you</b> are responsible for in the <b>let property</b> .	Pipes for which <b>your</b> water supply or sewerage company are responsible and rainwater drains and soakaways.
<b>Heating failure</b>  The failure of the <b>main heating system</b> in the <b>let property</b> .  Where <b>we</b> have accepted a claim under insured event <b>Heating failure</b> that relates to a central heating boiler, and <b>we</b> have assessed the boiler to be <b>beyond economic repair</b> , <b>we</b> will pay the costs, or a contribution towards the costs, of a replacement boiler, rather than attempting any repairs. The most <b>we</b> will pay is shown in <b>your</b> schedule.	Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.
<b>Power supply failure</b>  The failure of the domestic electricity or gas supply, in the boundaries of the <b>let property</b> .	The failure of the mains supply.
<b>Toilet unit</b>  Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of any toilet in the <b>let property</b> , whether or not there are other working toilets.	
<b>Home security</b>  The failure of or damage to external doors, windows or locks resulting in the <b>let property</b> becoming insecure. In addition, in shared occupancy residences, the failure of or damage to internal key-operated lockable doors, which provide access to a tenant's exclusive room.	

<b>You are covered for:</b> Please also refer to <b>our</b> agreement on page 4 <b>To make a claim call 07401 225586</b>	<b>But not covered for:</b> Please also refer to the general exclusions on page 9
<b>Keys</b>  The only available set of keys to the <b>let property</b> is lost, stolen or damaged and an <b>insured person</b> or <b>authorised person</b> can't replace them, or can't gain normal access to the <b>let property</b> . This includes, in shared occupancy residences, keys to internal key-operated lockable doors, which provide access to a tenant's exclusive room.	Any claim where an alternative set of keys is available, including where <b>you</b> or the <b>authorised person</b> are responsible for providing an alternative set of keys.
<b>Vermin</b>  An infestation by <b>vermin</b> in the <b>let property</b> which prevents the use of the loft or one or more rooms in the <b>let property</b> .	An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

## What we will pay

- 1 We will arrange and pay for a contractor to take action up to the **emergency assistance limit** for each insured event.
- 2 If the **let property** remains uninhabitable overnight following an insured event, we will reimburse an **insured person** for **hotel accommodation**. The **insured person** must send us all relevant invoice(s) before we will reimburse them. The decision on whether the **let property** is uninhabitable will take into account whether it would be fair and reasonable for an **insured person** to remain in the **let property**.
- 3 Where we have accepted a claim under insured event **Heating failure** that relates to a central heating boiler, and we have assessed the boiler to be **beyond economic repair**, we will pay the costs, or a contribution towards the costs, of a replacement boiler, rather than attempting any repairs. The most we will pay is shown in **your** schedule.

## What we won't pay

- 1 Any costs over and above the **emergency assistance limit**.
- 2 Any costs of overnight accommodation over and above the amount shown under **hotel accommodation** (please see **The meaning of words in this policy** on page 12).
- 3 Any costs over and above the amount shown in **your** schedule relating to **beyond economic repair**.

## When we can't help

- An **insured person** or **authorised person** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to an **insured person** or substantial damage to the **let property**.
- If an **insured person** or **authorised person** thinks there is a gas leak, they should contact the National Gas Emergency Service on **0800 111 999**.
- If there is an emergency relating to a service such as the mains water or electricity supply, an **insured person** or **authorised person** should contact the supplier.

We will always try to get to the emergency as soon as possible but sometimes it may take us longer than we would like because the weather is bad, the **let property** is in a remote location or parts needed to complete the repair are unavailable.

If providing help would put our contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, we will wait until the conditions have improved before sending someone out.



# General exclusions

You are not covered for:

<b>1 Other homes</b>	An incident at any other property that <b>you</b> rent or let or that <b>you</b> own, other than the <b>let property</b> declared to <b>us</b> under this policy.
<b>2 Unoccupied homes</b>	An incident that happens when the <b>let property</b> has been left unoccupied for 60 or more consecutive days.
<b>3 Costs we haven't agreed</b>	Costs incurred by an <b>insured person</b> or <b>authorised person</b> before <b>we</b> have accepted a claim.
<b>4 Home maintenance</b>	Normal day-to-day <b>home</b> maintenance that an <b>insured person</b> or <b>authorised person</b> should carry out or pay for, such as servicing of heating and hot water systems.
<b>5 Communal areas</b>	An incident that would require <b>us</b> to undertake repairs or any other remedial action to: <ul style="list-style-type: none"> <li>(a) shared or communal areas of a property; or</li> <li>(b) any shared fixtures and fittings, facilities or services outside the legal boundary of the <b>let property</b>.</li> </ul>
<b>6 Nobody at home</b>	Costs incurred where <b>our</b> contractor has attended at an agreed time but nobody aged 18 or over was at the <b>let property</b> .
<b>7 Replacement boilers or appliances</b>	The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance, except where specified under <b>beyond economic repair</b> .
<b>8 Repair is uneconomical</b>	Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.
<b>9 Failure to carry out previously recommended repairs</b>	An incident which happens because an <b>insured person</b> or <b>authorised person</b> failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.
<b>10 Guarantee and warranty</b>	Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.
<b>11 Risk to health and safety</b>	An incident that cannot be resolved safely by <b>our</b> contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
<b>12 Incorrect installation or repairs</b>	An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.
<b>13 Deliberate acts</b>	An incident arising from a deliberate act or omission by an <b>insured person</b> or <b>authorised person</b> .
<b>14 Damage caused during repairs</b>	Damage caused by gaining access to carry out repairs.

**15 Mains supplies**

An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** or **authorised person's** failure to buy or provide enough gas, electricity or other fuel.

**16 Connected homes**

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

**17 Septic tanks, cess pits and fuel tanks**

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

**18 Subsidence, landslip and heave**

An incident arising from subsidence, landslip or heave.

**19 Cyber**

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

**20 Nuclear war and terrorism risk**

An incident caused by, contributed to by, or arising from:

- (a)** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b)** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c)** war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.



# Policy conditions

## 1 Maintenance

**You** must maintain the **let 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 **let property**.

## 2 Keeping to the policy terms

An **insured person** or **authorised person** must try to prevent anything happening that may cause a claim and take steps to keep any amount **we** have to pay as low as possible.

## 3 Replacement parts

**We** will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

## 4 Circumstances beyond our control

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.

## 5 Cancelling the policy

**You** can cancel this policy by telling the person who sold **you** this policy within the cooling off period which lasts for 14 days after taking it out, or at any time afterwards.

**We** can cancel this policy at any time as long as **we tell you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

## 6 Fraudulent claims

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

- (a) a claim the **insured person** or **authorised person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- (b) a false declaration or statement is made in support of a claim.

## 7 Information you provide

**You** must take reasonable care to make sure that the information **you** provide when taking out this policy, or during the term of this policy, is complete and accurate. If the information **you** provide is not complete and accurate:

- (a) **your** policy may be voided or cancelled and the premium kept, or
- (b) part or all of any claim may be refused or not paid, or
- (c) the premium or cover may be revised.

## 8 Losses not directly covered by this policy

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

## 9 Other insurances and contracts

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

In addition, if any cost covered under this policy is also covered by any maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of the claim. This policy is not a maintenance contract. It does not cover the cost of day to day maintenance for which **you** are responsible.

## 10 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **let property** is located. Otherwise, the law of England and Wales applies.

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

# The meaning of words in this policy

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

**authorised person**

Individuals or businesses given permission by **you** to claim directly in the event of an insured event. For example, a letting agent or property management company.

**beyond economic repair**

Where **we** have accepted a claim under insured event **Heating failure** that relates to a central heating boiler, **we** will assess if the claim is economical before proceeding. This assessment includes estimating the depreciation value of **your** boiler, according to its age. If **we** assess that the estimated contractor's labour costs and replacement parts required to permanently repair **your** existing boiler exceed its depreciation value, or if the parts required to permanently repair **your** boiler are no longer manufactured and thus not available, **we** will pay the costs, or a contribution towards the costs, of a replacement boiler, rather than attempting any repairs. The most **we** will pay is shown in **your** schedule.

**emergency assistance limit**

£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation** or **beyond economic repair**.

**hotel accommodation**

The room-only cost of accommodation for **insured person(s)** if the **let property** remains uninhabitable following an insured event. The most **we** will pay for **hotel accommodation** is £300 (including VAT).

**insured person**

**You**, and/or any tenants who reside within the **let property**. By purchasing this policy, **you** are agreeing to allow **your** tenant(s) to claim directly in the event of an insured event.

**let property**

The insured property shown in the schedule, which belongs to **you**, or for which **you** are responsible, classed as a private residence used for domestic purposes, let under a tenancy agreement of 6 months or more. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. The **let property** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

**main heating system**

The main hot-water or central-heating system in the **let property**. This includes pipes that connect components of the system.

**period of insurance**

The period shown on **your** policy schedule and any subsequent period for which **we** accept a renewal premium.

**plumbing and drainage**

The cold-water supply and drainage system in the boundary of the **let property**, for which **you** are legally responsible.

**vermin**

- (a) wasps' and/or hornets' nests
- (b) rats
- (c) mice
- (d) grey squirrels; or
- (e) bed bugs.

**we, us, our, DAS**

DAS Legal Expenses Insurance Company Limited.

**you, your**

The person who has taken out this policy (shown as the policyholder in the policy schedule).

# Data protection

To comply with data protection regulations **we** are committed to processing 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 name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this 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 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 at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How we will use your information

**We** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal 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 in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**We** will take all steps reasonably necessary to ensure the personal 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 the 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 the personal 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?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

## How long will your information be held for?

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

## What are your rights?

The following rights are available in relation to the handling of personal data:

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

Any requests, questions or objections should be made in writing to 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 there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[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, you can contact us by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing our online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

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

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## About DAS

**DAS Head and Registered Office:**

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

Registered in England and Wales | Company Number 103274 | Website: [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 (FRN202106) and the Prudential Regulation Authority.

**Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)



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