HOME EMERGENCY



Company: DAS Legal Expenses Insurance Company Ltd

Product: Home Emergency Insurance

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. Registered in England and Wales.

This document is a summary of the insurance cover and restrictions. Please refer to your policy documentation for full details of your cover and the terms and conditions.

WHAT IS THIS TYPE OF INSURANCE?

Home Emergency provides assistance following an insured emergency listed below, 24 hours a day, 365 days a year. We will arrange and pay for an approved contractor to: prevent damage or further damage to your home, make your home secure or relieve unreasonable discomfort, risk or difficulty.



WHAT IS INSURED?

Roof Damage

✓ Any damage to the roof of your home where internal damage has been caused or is likely

Plumbing and Drainage

 Damage to, or blockage, breakage or leaking of, the drains or plumbing system that you are responsible for in your home

Main Heating System

Failure of the main heating system in your home

Power Supply

✓ Failure of your home's domestic electricity, or domestic gas supply

Toilet Unit

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

Home Security

✓ Damage to, or the failure of, external doors, windows or locks which leaves your home insecure

Lost Keys

The only available set of keys to your home are lost, stolen or damaged and unusable and you cannot replace them, or cannot gain normal access

Hotel Accommodation

 The room only cost of one night's accommodation if the home remains uninhabitable following an insured emergency



WHAT IS NOT INSURED?

- X Homes with more than 15 rooms
- Any claim where the home is left unoccupied for 30 or more consecutive days
- Assistance costs (including parts and materials) which exceed your policy limit of £1,000 incl. VAT (not including hotel accommodation costs)
- X Costs you incur before we have agreed to cover your claim
- Any claim where the incident happens within the first 48 hours of you taking out this policy (unless taken out at the same time as another insurance product)
- Claims relating to normal day to day home maintenanceAn emergency at a property which you rent or let or
- that you own but is not your main home X Costs relating to the replacement of a boiler or domestic
- appliance if it cannot be repaired or is beyond economic repair X Walls, gates, hedges, fences, outbuildings, sheds, detached
- garages or anything outside of the boundary of the home X Damage caused where it is necessary to gain access to
- carry out repairs
 Claims relating to shared areas or communal parts of a property including shared fixtures and fittings, facilities or
- services outside the legal boundary of your home X Leaks which have not caused or are unlikely to cause
- damage to your home Y Problems with septic tanks, cesspits or fuel tanks
- ARE THERE ANY RESTRICTIONS ON COVER?

You are not covered for:

- A permanent repair if a temporary repair is fair and reasonable in the circumstances
- ! Plumbing and drainage claims relating to rainwater drains and soakaways
- Main heating system claims relating to cold-water supply or drainage pipes, solar heating or any non-domestic heating or non-domestic hot-water systems
- Power supply claims relating to a failure of the mains supply
 Toilet unit claims where there is at least one functioning toilet in your home
- Home security claims relating to damage to or failure of doors, windows or locks if the home remains secure
- Hotel accommodation costs above £100 (incl. VAT) per person or exceeding a maximum total of £250 (incl. VAT)





WHERE AM I COVERED?

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



WHAT ARE MY OBLIGATIONS?

It is your responsibility to:

- Keep to the terms and conditions of this policy
- Maintain your home 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 your home
- Try to prevent anything happening that may cause a claim
- Take reasonable steps to keep any amount we have to pay as low as possible
- Contact the assistance helpline as soon as possible after a home emergency covered by the policy
- Ensure somebody aged 18 or over is at home when the approved contractor we arrange for you arrives



WHEN AND HOW DO I PAY?

Payment options will be subject to the contractual terms between you and the person who is selling you this policy.

WHEN DOES THE COVER START AND END?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to the person who sold you this policy.



HOW DO I CANCEL THE CONTRACT?

You can cancel this policy by telling us within the cooling off period which lasts for 14 days after taking it out. Provided no claims have been made within that period, the person who sold you this policy will give you a full refund of the premium, subject to any separate charges that they may apply.

After the cooling off period you may also cancel this policy by providing 14 days' notice. 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.

HOME EMERGENCY

24-HOUR ASSISTANCE

POLICY WORDING

ACT QUICKLY AFTER AN INCIDENT AND CALL US NOW ON 0800 032 3867



IMPORTANT INFORMATION

This is your 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:

Roof damage

- Domestic power supply
 Toilet unit
- Home security
- Lost keys

- Plumbing and drainage
- Main heating system

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WELCOME TO DAS HOME EMERGENCY

Thank **you** for purchasing this Home Emergency Assistance policy. **You** are now protected by the UK's leading legal expenses insurer.

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 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**. **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. **We** will also not pay for any work which has not been authorised in advance by **us**.

We will provide assistance only if we have given our agreement and only if there is someone aged 18 or over at **home** when **our** approved contractor arrives.

To claim under your policy, please phone us on 0800 032 3867 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.

WHEN WE CANNOT HELP

In a situation that could result in serious risk to **you** or substantial damage to **your home**, **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.

Please note that **our** usual service standards may be affected by circumstances beyond **our** reasonable control such as remote locations, bad weather or availability of parts.

We will not be able to help if conditions make repairs dangerous, for example we cannot carry out roof repairs in high winds or repair damp electrics.

Please also refer to **WHAT WE WILL NOT PAY** on page 6, **POLICY EXCLUSIONS** on pages 8 and 9 and **POLICY CONDITIONS** on page 10.

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

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

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Andrew Burke Chief Executive Officer

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

THE MEANING OF WORDS IN THIS POLICY

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

Emergency	The sudden or unexpected occurrence of an insured incident during the period of cover , which necessitates immediate corrective action to:	
	 (a) prevent damage or further damage to your home; or (b) make your home secure; or (c) relieve unreasonable discomfort, risk or difficulty to an insured person. 	
Emergency Assistance Limit	£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured incident following an emergency . This does not include any amount payable in respect of hotel accommodation .	
Home	Your principal private residence. 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. Your home must not have more than 15 rooms and must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.	
Hotel accommodation	The room-only cost of one night's accommodation for insured people if your home remains uninhabitable following an emergency . The most we will pay for hotel accommodation is £100 (including VAT) per person subject to a maximum total of £250 (including VAT).	
Insured person/people	You and any person who lives in or is staying at your home.	
Main heating system	The main hot-water or central-heating system in your home . 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 your home 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. 	
We, us, our	DAS Legal Expenses Insurance Company Limited.	
You, your	The person who has taken out this policy.	

OUR AGREEMENT

We agree to provide the assistance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that the insured incident happens during the **period of cover** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

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 the supplier.

WHAT WE WILL PAY

- (a) We will arrange and pay for a contractor to take action to resolve the **emergency**. The action taken will depend on what would be fair and reasonable in the circumstances and will be either to:
 - (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 **your home** if the only available set of keys have been lost, stolen or damaged and unusable.
- (b) We will pay up to the emergency assistance limit for each insured incident following an emergency.
- (c) If your home remains uninhabitable overnight following an insured incident, we will pay for hotel accommodation. The decision on whether your home is uninhabitable will take into account whether it would be fair and reasonable to remain in your home.

WHAT WE WILL NOT PAY

- (a) Any costs per emergency which exceed the emergency assistance limit; and/or
- (b) Any costs of overnight accommodation which exceed the amounts specified under hotel accommodation.

INSURED INCIDENTS WE WILL COVER

1 ROOF DAMAGE

Any damage to the roof of your home where internal damage has been caused or is likely.

2 PLUMBING AND DRAINAGE

Damage to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**.

3 MAIN HEATING SYSTEM

Failure to function of the main heating system in your home.

4 DOMESTIC POWER SUPPLY

Failure of your home's domestic electricity, or domestic gas supply, but not the failure of the mains supply.

5 TOILET UNIT

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only toilet, or of all toilets in **your home**. If there is at least one functioning toilet in **your home**, there is no cover.

6 HOME SECURITY

Damage to, or the failure of, external doors, windows or locks which leaves your home insecure.

7 LOST KEYS

The only available set of keys to **your home** are lost, stolen or damaged and unusable and **you** cannot replace them, or cannot gain normal access.

POLICY EXCLUSIONS

1 Waiting period

A claim following an insured incident which happens during the first 48 hours from the start of the **period of cover** if **you** take out this policy at a different time from any other related agreement.

2 Unoccupied homes

A claim where your home has been left unoccupied for 30 or more consecutive days.

3 Nobody at home

Costs incurred where **our** approved contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.

4 Costs we have not agreed

Costs incurred by an insured person before we have accepted a claim.

5 Risk to health and safety

A claim where the insured incident cannot be resolved safely by **our** approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting a repair dangerous.

6 Home maintenance

Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for (such as servicing of heating and hot-water systems).

7 Deliberate acts

A claim arising from a deliberate act or omission by an insured person.

8 Rented properties and second homes

A property that you rent or let or that you own that is not your main residence.

9 Replacement boilers or appliances

The costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if:

- (a) it cannot be repaired; or
- (b) the appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it); or
- (c) repairs will cost more than the **emergency assistance limit** (we will pay up to the **emergency assistance limit** for any repairs that are carried out).

10 Failure to carry out previously recommended repairs

Any insured incident which arises from an **insured person's** failure to carry out work or repairs that an **insured person** has previously been advised to undertake to avoid the insured incident occurring or recurring.

11 Guarantee and warranty

A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.

12 Incorrect installations or repairs

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.

13 Damage caused during repairs

Damage caused where it is necessary to gain access to carry out repairs.

14 Mains supplies

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.

15 Septic tanks, cess pits and fuel tanks

The malfunction or blockage of septic tanks, cess pits or fuel tanks.

16 Subsidence, landslip and heave

A claim arising from subsidence, landslip or heave.

17 Nuclear, war and terrorism risks

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

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
- (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; or
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

18 Communal areas

Any claim which would require us to undertake repairs or any other remedial or corrective action to:

- (a) any shared areas or communal parts of a property (or for which **you** do not have sole responsibility); or
- (b) any shared fixtures and fittings, facilities or services outside the legal boundary of your home.

POLICY CONDITIONS

1 Keeping to the policy terms

An insured person must:

- (a) keep to the terms and conditions of this policy;
- (b) maintain your home 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 your home;
- (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.

2 Replacement parts

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

3 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 reasonable control.

4 Cancelling the policy

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

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.

5 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 an **insured 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.

6 Losses not directly covered by this policy

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.

7 Other insurances

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

8 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom of Great Britain and Northern Ireland, Channel Islands or Isle of Man where **you** normally live.

DATA PROTECTION

To comply with data protection regulations **we** are committed to processing the **insured person's** 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 the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them 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 the **insured person's** 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**

HOW WE WILL USE YOUR INFORMATION

We may need to send the **insured person's** 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 the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** 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 the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** 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 **insured person's** 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 **insured person's** 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 **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the **insured person's** personal data for 7 years. We will only retain and use their 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 the **insured person's** personal data, please contact **us** at **dataprotection@das.co.uk**

WHAT ARE YOUR RIGHTS?

The insured person has the following rights in relation to the handling of their personal data:

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

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

HOW TO MAKE A COMPLAINT

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they 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

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

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** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

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

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

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Policy number

Period of insurance from

Period of insurance

Stationery number