- **11** Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
- **12** The malfunction or blockage of septic tanks, cess pits or fuel tanks.
- **13** Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
- **14** Any claims arising out of subsidence, landslip or heave.
- **15** Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
- **16** Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.
- 17 Any costs incurred where **our** approved contractor has attended but **your home** was unoccupied.
- **18 Home emergencies** 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;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
- **19** Apart from **us**, the **insured person** is 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.
- **20** 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.

CONDITIONS

- 1 Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
- 2 An insured person must:
 - (a) keep to the terms and conditions of this policy;
 - (b) maintain the home and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the 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.
- **3** We can cancel this policy at any time as long as we tell you at least 14 days beforehand.

You can cancel this policy at any time as long as **you** tell **us** 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 any loss that is not directly covered by the terms and conditions of this policy. For example we will not pay for your travel costs for collecting your vehicle from a repairer, loss of income from taking time off work because of a breakdown, or loss from cancelled or missed appointments.
- **6** 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.
- 7 This policy will be governed by English law.

Chief Executive Officer

Select & Protect is authorised and regulated by the Financial Services Authority. Our customers are protected through our membership of the Financial Services Compensation Scheme and the Financial Ombudsman Service. Its status is that of an intermediary dealing with all administration of insurance policies including claims handling and premium collection.

Select & Protect offer a range of personal insurances, details of which are available on request.

The Select & Protect Program Limited, PO Box 5730, Southend on Sea, Essex SS1 2ZT. Registered in England No. 2167242.

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Landlords Home Emergency

Insured Domestic Assistance Service

Policy Number: TS3/4590566

Important information

24 hour Emergency Assistance

This is your Landlords Home Emergency wording - it includes everything you need to know about the emergency cover available under the policy.

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
- the Main Heating System
- your Domestic Power Supply
- the Toilet Unit
- Home Security
- Lost Keys

Act quickly in the event of an emergency and call the assistance helpline on

0800 783 9322

WELCOME TO LANDLORDS HOME EMERGENCY

Thank **you** for taking out Landlords Home Emergency through Select & Protect. This policy is underwritten and administered by DAS Legal Expenses Insurance Company Limited.

To make sure **you** get the most from **your** 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 or Select & Protect.

How we can help

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to assist **you** as quickly as possible.

To make a claim under your policy, please telephone us on 0800 783 9322 straight away and provide the following information:

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

We will tell you what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this policy.

It is important that **you** contact **our** assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service. All telephone 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

We cannot help in any major emergency which could result in serious risk to you or substantial damage to your home. In this situation, you should immediately contact the Emergency Services and any company that supplied the service.

We will not pay any claim unless we have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address shown below. Or you can phone us on 0117 934 0066 or email us at customerrelations@das.co.uk. Details of our internal complaint-handling procedures are available on request.

Our 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. Company number: 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800 Website: www.financial-ombudsman.org.uk

THE MEANING OF WORDS IN THIS POLICY

1 We, us, our

DAS Legal Expenses Insurance Company Limited.

2 You, your

The person who has taken out this policy.

3 Insured person

You and any person who lives in or is staying at your home.

4 Home

The property **you** have told **us** about (having no more than 15 rooms) situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

5 Home emergency

A sudden unforeseen event which requires immediate corrective action to:

- (a) prevent damage or further damage to your home; or
- (b) to make your home safe or secure; or
- (c) alleviate unreasonable discomfort, risk or difficulty to any insured person.
- 6 Period of cover

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

7 Main heating system

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

8 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 pipes:

- · which connect components of the heating system; or
- for which **your** water supply or sewerage company are responsible.

COVER

- Your policy only covers you if you have paid your premium.
 We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as the home emergency happens during the period of cover.
- 2 If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.
- 3 We will pay up to £500 (including VAT) for:
 - (i) the call out charge and up to 2 hours' labour costs; and
 - (ii) parts and materials subject to a maximum of £100 including VAT;

in providing assistance for a **home emergency** which arises from an **insured incident**.

INSURED INCIDENTS

(a) Plumbing and drainage

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

(b) Main heating system

The sudden failure to function of the **main heating system** in **your home**.

(c) Domestic power supply

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

(d) Toilet unit

Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your home** which results in complete loss of function.

(e) Home security

Damage to, or the failure of, external doors, windows or locks which compromises the security of **your home**.

(f) Lost keys

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

WHAT IS NOT COVERED BY THIS POLICY

- 1 Any 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** Any incident or matter arising before the start of this policy.
- **3** Any normal day-to-day **home** maintenance which an **insured person** 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 over a period of time or need regular attention.
- 4 The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
- 5 Any claim where **your home** has been left unoccupied for 30 consecutive days.
- **6** Any claim arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
- 7 Any costs incurred before an **insured person** has notified **us** of a **home emergency**.
- 8 Claims arising from any wilful or negligent act or omission by an **insured person**.
- **9** Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- **10** Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.