



HOME EMERGENCY

24-HOUR ASSISTANCE

POLICY WORDING

ACT QUICKLY AFTER AN INCIDENT AND CALL US
NOW ON **0800 072 3515**



FIRST FOR JUSTICE

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

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WELCOME TO DAS HOME EMERGENCY

Thank **you** for purchasing this Home Emergency Assistance policy. **You** are now protected by Europe'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 072 3515 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.

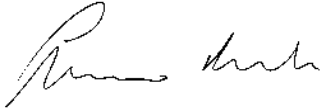
Please also refer to **WHAT WE WILL NOT PAY** on page 6, **POLICY EXCLUSIONS** on pages 8 and 9 and **POLICY CONDITIONS** on page 10.

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 | 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.



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: <ul style="list-style-type: none">(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. 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: <ul style="list-style-type: none">(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. 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. **You** may also cancel this policy 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.

5 Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, 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.

Where the above circumstances apply, as part of **our** fraud prevention measures, **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

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 provide and administer this assistance insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as service providers, engineers, insurance intermediaries, insurance companies or members of the DAS UK Group.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address – please see page 4.

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** Head Office address – please see page 4.

Or **you** can phone **us** on **0344 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: Exchange Tower | 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**

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

HE4

Policy number

Period of insurance from

Stationery number

Period of insurance to