

# PROFESSIONAL LET HOME INSURANCE POLICY

## General Conditions

Mod. 2393-B



**OCASO**

## GENERAL CONDITIONS

# Ocaso

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## INTRODUCTION

### Ocaso General Conditions

We will provide insurance against loss, damage or injury which may occur during the Period of Insurance in accordance with the Sections specified in the Schedule subject to the exclusions, conditions and endorsements of the General Conditions.

We have discretion following a claim to make payment in money or effect any necessary repair, replacement or reinstatement.

The General Conditions, the Schedule and any Endorsements shall be read together as one contract.

Please read the General Conditions, the Schedule and any Endorsements to ensure that they have been prepared in accordance with the cover You have selected. If they are not correct, or do not meet Your wishes, please return them immediately to Your Broker or Agent or alternatively You can contact Us.

### How to make a claim

If You suffer loss or damage and have to make a claim please refer to the General Conditions of this policy, or alternatively contact Us, at: 3rd Floor, 12 Appold St., London EC2A 2AV, Tel. No. (020) 7377 64 65. If You are in any doubt or require assistance contact Your Broker or Agent immediately.

Under no circumstances should repairs to the Buildings or replacement of Contents be carried out, without Our prior approval.

## DEFINITIONS

The following words or expressions carry the meaning shown below wherever they appear in the policy.

### Professional Let Home

A Professional Let Home is a home let to and occupied by a person or persons, other than full-time students, under an Assured Shorthold Tenancy Agreement for a minimum of 6 months duration, or its equivalent in Scotland or Northern Ireland, where such tenancy agreement is directly between the owner of the Building/House/Home and the tenant(s), who is/are not a national or local government, or department or agency thereof, or a housing association.

### Insured/You/Your

The person(s) named as Insured in the Schedule.

### We/Our/Us/Insurer

OCASO S.A., Seguros y Reaseguros, a member of the Association of British Insurers. We are incorporated, authorised and regulated in Spain by the General Directorate of Insurance and Pensions (DGS). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime which allows EEA based firms to operate in the UK for a limited period while seeking full authorisation are available on the Financial Conduct Authority website.

**Buildings/House/Home**

The private dwelling including garages and outbuildings all used solely for domestic purposes, permanent fixtures and fittings, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences and gates, all within the boundaries of the land belonging to the private dwelling at the address stated in the Schedule.

**Contents**

Household goods, furniture and furnishings belonging to the Insured. The following will not be deemed to be Contents for the purposes of this insurance:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercrafts and accessories attached thereto.
- b) Animals.
- c) Any part of the Buildings.
- d) Any property specifically insured against the perils covered hereby under any other insurance.
- e) Any item which is used either wholly or in part for business purposes.
- f) Property in the open within the confines of the Premises.

**Unoccupied**

Untenanted, not Furnished For Normal Habitation, or where neither the tenant nor any other occupant authorised by either the tenant or Insured is present.

**Furnished For Normal Habitation**

A property Furnished For Normal Habitation must have sufficient furniture and furnishings for normal living purposes including carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.

**Standard Construction**

A Building constructed of brick, stone or concrete and the external surface of the roof constructed by slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

**Condition Precedent**

A condition which must be complied with before We are liable for a claim/to make any payment under this policy.

**United Kingdom**

The “**United Kingdom**” will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

**LAW APPLICABLE TO THE POLICY**

This policy will be interpreted in accordance with the law of England and Wales unless You live in Scotland in which case the law of Scotland will apply.

**INDEX LINKING****Buildings**

The Sum Insured stated in the Schedule will be adjusted monthly in line with the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

At each renewal the premium will be calculated on the adjusted Sum Insured.

In the event of a claim the Sum Insured will continue to be adjusted during the period necessary to repair the Buildings provided repairs are carried out as soon as reasonably possible.

**Note:**

All adjustments referred to in this definition will be upwards only. The Sums Insured will not be reduced unless You advise Us to do so in writing.

## SECTION ONE

### BUILDINGS

#### BUILDINGS INSURED

This Section covers the Buildings of Standard Construction, of the Professional Let Home situated within the Premises specified in the Schedule.

Also covered are:

**a)**

The interior decorations and fixtures and fittings within the Buildings (excluding carpets) and,

**b)**

The domestic outbuildings and garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by the Insured or for which the Insured is legally responsible **and within** the Premises specified in the Schedule.

#### PERILS COVERED

This Insurance covers Buildings for loss or damage directly caused by:

**1.**

FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.

**2.**

AIRCRAFT and other aerial devices or articles dropped therefrom.

**3.**

STORM, TEMPEST or FLOOD.

#### EXCLUSIONS

This Insurance does NOT cover:

The amount of the Excess shown in the Schedule.

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.

**b)**

Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.

**c)**

The amount of the Excess shown in the Schedule.

**4.**

ESCAPE OF WATER from and FROST DAMAGE to fixed water tanks, apparatus or pipes.

**a)**

Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.

**b)**

Loss or damage to domestic fixed fuel oil tanks and swimming pools.

**c)**

Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.

**d)**

The amount of the Excess shown in the Schedule.

**5.**

ESCAPE OF OIL from a fixed domestic oil-fired heating installation and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.

**a)**

Loss or damage caused by gradual emission.

**b)**

Loss or damage caused by faulty workmanship.

**c)**

Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.

**d)**

The amount of the Excess shown in the Schedule.

**6.**

THEFT or attempted theft.

**a)**

Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.

**b)**

Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who:

**i)** is in such Buildings as a trespasser, AND

**ii)** has gained entry to or exit from such Buildings by forcible and violent means.

**c)**

The amount of the Excess shown in the Schedule.

**7.**

IMPACT by any vehicle or animal.

The amount of the Excess shown in the Schedule.



**8.**

ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.

**9.**

SUBSIDENCE, LANDSLIP or HEAVE of the Site upon which the Buildings stand.

**10.**

FALLING of fixed radio and television aerials, fixed satellite dishes, their fittings and masts.

**a)**

Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.

**b)**

Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who:

- i)** is in such Buildings as a trespasser, AND
- ii)** has gained entry to or exit from such Buildings by forcible and violent means.

**c)**

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences UNLESS the main Building is also affected at the same time by the same peril.

**b)**

Loss or damage for which compensation has been provided, or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.

**c)**

Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.

**d)**

Loss or damage due to coastal erosion.

**e)**

The amount of the Excess shown in the Schedule.

**f)**

Loss or damage arising from defective materials, faulty workmanship, specification or design.

**g)**

Loss or damage to solid floors unless the walls are damaged at the same time by the same peril.

**a)**

Loss or damage to radio and television aerials, fixed satellite dishes, their fittings and masts.

**b)**

The amount of the Excess shown in the Schedule.

## **11.**

### **FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS.**

#### **a)**

Loss or damage caused through lopping, topping and/or felling.

#### **b)**

Loss or damage to gates and fences.

#### **c)**

The cost of removing fallen trees, telegraph poles, or lamp-posts or parts thereof except where they have given rise to a valid claim under this insurance.

#### **d)**

The amount of the Excess shown in the Schedule.

## **12.**

### **MALICIOUS DAMAGE BY TENANTS.**

#### **a)**

Loss or damage that can be paid for by monies recoverable by You from the tenant's deposit or advance rental payment.

#### **b)**

Loss or damage caused by carelessness, lack of maintenance or poor housekeeping by Your tenant or anyone living in the Buildings.

#### **c)**

The amount of the Excess shown in the Schedule.

#### **d)**

Any amount over £5,000 caused by Your tenant or tenants.

## **13.**

**TRACE AND ACCESS** in the event of a valid claim arising under Peril 4 (Escape of Water and Frost Damage) of Section One (BUILDINGS) and subject always to our prior authorisation, the policy extends to cover the reasonable costs for the following:

**(i)** The work involved in tracing and accessing the cause of the damage within the insured Buildings.

**(ii)** Repairing the damage caused by the work carried out in **(i)** above.

#### **a)**

The cost of the repair of the origin of the Escape of Water.

#### **b)**

The amount of the Excess shown in the Schedule.

#### **c)**

Any amount in excess of £5,000 any one occurrence.

This Section provides **additional** cover for:

**A)**

ACCIDENTAL BREAKAGE of fixed glass and double glazing (including the cost of replacing frames), solar panels, sanitary fixtures and ceramic hobs, all forming part of the Buildings.

**B)**

THE COST OF REPAIRING accidental damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which the Insured is legally responsible.

**C)**

LOSS OF RENT - up to twelve months for which the Insured is legally entitled as **Landlord** if the Buildings are rendered uninhabitable by any of the perils covered, PROVIDED THAT the Insurers liability is limited to the period the Buildings are uninhabitable.

**D)**

EXPENSES INCURRED following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings.

This **additional** cover does NOT include:

**a)**

Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.

**b)**

Breakage of property not in sound condition.

**c)**

Loss or damage due to cleaning, including the misuse of cleaning agents.

**d)**

Damage arising out of climatic or atmospheric conditions.

**e)**

The amount of the Excess shown in the Schedule.

The amount of the Excess shown in the Schedule.

**a)**

Any amount in excess of 20% (twenty percent) of the Sum Insured on the Buildings damaged or destroyed.

**b)**

Any additional costs of alternative accommodation.

**a)**

Any expenses incurred in the preparation and/or pursuance of a claim or an estimate of loss.

**b)**

Any expense when notice of Government or Local Authority requirements has been served prior to the time of loss.

**c)**

Consequential loss of any nature whatsoever.

## CONDITIONS APPLICABLE TO SECTION ONE (BUILDINGS) ONLY

### Basis of Claims Settlement

In the event of loss or damage to the Buildings, the Insurer will pay the FULL COST OF REPAIR; at the time of such loss or damage, PROVIDED THAT the Buildings are maintained in a good state of repair; that they are insured for the FULL COST OF RECONSTRUCTION in their present form; and that reinstatement shall have been effected. If the Buildings are not in a good state of repair the Insurer will make a deduction for wear and tear or gradual deterioration.

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings which form(s) part of a pair, set, suite or part of a common design or function when damage is restricted to a clearly identifiable area or to a specific part.

### Reinstatement

The Sum Insured under this Section shall NOT be reduced following the payment of a claim provided that You shall agree to carry out Our recommendations to prevent further loss or damage.

### Limit of Insurance

The liability of the Insurer for any loss or damage shall not exceed the Sum(s) Insured on the Buildings stated in the Schedule.

### Underinsurance

The policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value (as defined by current Royal Institution of Chartered Surveyors figures) than the Sum Insured by this policy, You will ONLY be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

## OPTIONAL COVER

### ACCIDENTAL DAMAGE TO BUILDINGS

The following Optional Cover is only included if stated in the Schedule and an additional premium paid.

#### THIS EXTENSION COVERS

The Buildings situated within the Premises specified in the Schedule against ACCIDENTAL DAMAGE by external and visible means.

#### THIS EXTENSION DOES NOT COVER

- a) Loss, damage or destruction or any proportion thereof specifically excluded under SECTION ONE (BUILDINGS).
- b) Settlement, shrinkage, collapse or cracking.
- c) Movement of land.



**d)**

Loss, damage or destruction to any part of the insured property on which work is being carried out and which occurs in the course of such work.

**e)**

Loss, damage or destruction due to demolition, structural alteration or repair.

**f)**

Damage to outbuildings and garages of non-standard construction, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences.

**g)**

The cost of maintenance.

**h)**

Loss, damage or destruction caused by or due to normal settlement, wear and tear, gradual deterioration, vermin, infestation, wet or dry rot, rust or other corrosion, frost, or change in temperature or humidity including heat distortion.

**i)**

Loss, damage or destruction caused by or due to defective materials, faulty workmanship, specification or design, inherent vice or latent defect.

**j)**

Loss, damage or destruction due to mechanical or electrical breakdown, derangement or misuse.

**k)**

Any amount recoverable from the tenant up to the total amount of the initial deposit (proof of the deposit paid by the tenant must be submitted in the event of a claim)

**l)**

Any loss or damage which is insured by a policy issued to a tenant.

**m)**

Loss, damage or destruction due to chewing, scratching, tearing or fouling by domestic pets.

**n)**

Consequential loss of any nature whatsoever.

**o)**

Loss or damage due to cleaning, including the misuse of cleaning agents.

**p)**

The amount of the Excess shown in the Schedule.

**The cover provided by this extension is subject to all the conditions of Section One (Buildings) and to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

## SECTION TWO

### CONTENTS

#### CONTENTS INSURED

This Section covers:

Property belonging to the Insured in his/her capacity as property owner including radio and television aerials, satellite dishes, their fittings and masts that are fixed to the Insured Property, all of which are owned by or are the legal responsibility of the Insured or of any permanent member of the Insured's household.

#### CONTENTS NOT INSURED

This Section does NOT cover:

Contents belonging to tenants, including Landlord's relatives, and the Insured's own personal possessions.

#### SPECIFIC SUB-LIMITS

Whilst within the Home or whilst temporarily removed (and elsewhere as defined herein), Our liability, after deduction of the amount of the Excess shall not exceed during the period of this insurance:

**a)**

**£1000** in respect of domestic oil in fixed fuel oil tanks.

**b)**

**£1000** in respect of Contents within detached domestic outbuildings and garages.

This Section **COVERS THE CONTENTS** within the Buildings of Standard Construction situated within the Premises specified in the Schedule and elsewhere as defined herein.

Also covered are the Contents within domestic outbuildings and garages situated within the Premises specified in the Schedule.



## PERILS COVERED

This Insurance covers Contents for loss or damage directly caused by:

- 1.**  
FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.
- 2.**  
AIRCRAFT and other aerial devices or articles dropped therefrom.
- 3.**  
STORM, TEMPEST or FLOOD.
- 4.**  
ESCAPE OF WATER from fixed water tanks, apparatus or pipes.
- 5.**  
ESCAPE OF OIL from domestic fixed fuel oil tanks, apparatus or pipes and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.
- 6.**  
THEFT or attempted theft.
- 7.**  
IMPACT by any vehicle or animal.
- 8.**  
ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.

## EXCLUSIONS

This Insurance does NOT cover:

The amount of the Excess shown in the Schedule.

The amount of the Excess shown in the Schedule.

The amount of the Excess shown in the Schedule.

**a)**  
Loss or damage to the Contents of domestic outbuildings and garages of non-standard construction.

**b)**  
The amount of the Excess shown in the Schedule.

**a)**  
Loss or damage caused by gradual emission.

**b)**  
Loss or damage caused by faulty workmanship.

**c)**  
The amount of the Excess shown in the Schedule.

**a)**  
Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who:  
**i)** is in such Buildings as a trespasser; AND  
**ii)** has gained entry to or exit from such Buildings by forcible and violent means.

**b)**  
The amount of the Excess shown in the Schedule.

The amount of the Excess shown in the Schedule.

**a)**  
Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who:  
**i)** is in such Buildings as a trespasser; AND  
**ii)** has gained entry to or exit from such Buildings by forcible and violent means.

**b)**  
The amount of the Excess shown in the Schedule.

**9.**

SUBSIDENCE, LANDSLIP or HEAVE of the site upon which the Buildings stand.

**10.**

FALLING TREES, TELEGRAPH POLES or LAMP-POSTS.

This Section provides **additional** cover for:

**A)**

ACCIDENTAL BREAKAGE of mirrors, glass tops and fixed glass in furniture, ceramic hobs and of fixed glass and sanitary fixtures forming part of the BUILDINGS, situated within the Premises specified in the Schedule, the property of the Insured or for which the Insured is legally responsible AND NOT OTHERWISE INSURED.

**B)**

THE CONTENTS, if and so far as these are not otherwise insured, whilst TEMPORARILY REMOVED from the Premises for loss or damage directly caused by ANY OF THE PERILS UNDER 1-10 in this Section

**a)**

In any occupied private dwelling.

**b)**

In any trade building for the purpose of valuation, alteration, cleaning or processing.

**c)**

In any furniture depository.

**a)**

Loss or damage for which compensation has been provided or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.

**b)**

Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.

**c)**

Loss or damage due to coastal erosion.

**d)**

Loss or damage arising from faulty workmanship, defective plans or the use of defective materials.

**e)**

Loss or damage following damage to solid floors unless the walls are damaged at the same time by the same peril.

**f)**

The amount of the Excess shown in the Schedule.

**a)**

Loss, damage or destruction caused through lopping, topping and/or felling.

**b)**

The amount of the Excess shown in the Schedule.

This **additional** cover does NOT include:

**a)**

The cost of repairing, removing or replacing frames.

**b)**

Breakage of property not in sound condition.

**c)**

The amount of the Excess shown in the Schedule.

**a)**

Contents outside the United Kingdom.

**b)**

Any amount in excess of 20% (twenty percent) of the Sum Insured under Section Two (CONTENTS) in a furniture depository.

**C)**

COSTS necessarily incurred, by You or by any permanent member of Your household, for replacing locks to external doors, safes and alarms of the Private Dwelling situated within the Premises specified in the Schedule following theft or loss of the keys.

Any amount in excess of £250 in all.

## **CONDITIONS APPLICABLE TO SECTION TWO (CONTENTS) ONLY**

### **BASIS OF CLAIMS SETTLEMENT**

In the event of the total loss or destruction by any of the Perils Covered of any article, the basis of settlement shall be the cost of replacing the article as new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and You incur the cost of replacement.

### **EXCLUSIONS**

This basis of claims settlement shall NOT apply to:

Household linen.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the Contents which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

We shall be entitled at Our sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

### **Reinstatement**

The Sum Insured under this Section shall NOT be reduced following the payment of a claim provided that You shall agree to carry out Our recommendations to prevent further loss or damage.

### **Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the Sum(s) Insured for the Contents stated in the Schedule.

### **Underinsurance**

This policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, of the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, You shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

## SECTION THREE

### PROPERTY OWNERS LIABILITY

This Section covers the Insured's legal liability as OWNER(S) ONLY but not as OCCUPIER(S), as stated in item A and item B below:

**Item A of this Section indemnifies the Insured for BODILY INJURY by ACCIDENT OR DISEASE or DAMAGE TO PROPERTY happening during the period specified in the Schedule for which legal liability may attach:**

**A)**

To the Insured as owner of the Buildings in respect of accidents happening at the Premises specified in the Schedule.

**Item A of this Section does NOT indemnify the Insured against any liability:**

**1)**

For bodily injury by accident or disease to the Insured, to any person who at the time of sustaining such injury, is engaged in the Insured's service, or to any member of the Insured's family or household.

**2)**

For bodily injury arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.

**3)**

For damage to property belonging to or in the care, custody or control of the Insured or a member of the Insured's family or household or a person engaged in their service.

**4)**

Arising out of or incidental to any profession, occupation, business or employment.

**5)**

Which has been assumed under contract and would not otherwise have attached.

**6)**

Arising out of ownership, possession or operation of.

**a)**

Any motorised or horsedrawn vehicle OTHER THAN a domestic gardening implement operated within the Premises specified in the Schedule and pedestrian controlled gardening implements operated elsewhere.

**b)**

Any power operated lift.

**Item B of this Section includes Legal Liability which may attach:**

**B)**

To the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with the Premises specified in the Schedule.

**c)**

Any aircraft or watercraft OTHER THAN manually operated rowing boats, punts or canoes.

**d)**

Any animal OTHER THAN cats, horses or dogs which are not designated dangerous under the Dangerous Dogs Act 1991.

**7)**

Arising out of ownership, occupation, possession or use of any land or building NOT situated within the Premises specified in the Schedule.

**8)**

Arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proven to have been caused by immediate discharge consequent upon an accident.

**9)**

In Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 (thirty) days, in any one period of Insurance.

**10)**

If the Insured is entitled to indemnity under any other insurance including but not limited to any equine or travel insurance, until such insurance(s) is exhausted.

**Item B of this Section does NOT include liability:**

**1)**

Where the Insured is entitled to indemnity under any other insurance.

**2)**

For the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

**THE LIMIT OF LIABILITY** in respect of all claims under this Section **SHALL NOT EXCEED £2,000,000 ANY ONE ACCIDENT** or series of accidents arising out of any one event, PLUS the costs and expenses incurred by You with Our written consent in the defence of any such claim.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

## SECTION FOUR

### LEGAL EXPENSES

The cover under this section has been arranged by **us** and DAS Legal Expenses Insurance Company Limited ('**DAS**'). We are responsible for paying any claims under this section but **DAS** deal with any claims matters and correspondence on **our** behalf. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **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 | 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 and the Prudential Regulation Authority.

#### **DAS Law Limited Head and Registered office:**

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL  
Registered in England and Wales | number 5417859 | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

#### **How DAS can help**

If **you** wish to speak to **DAS** about a legal problem, please phone **DAS** on 0117 934 0390. **DAS** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

#### **When you need to make a claim**

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone 0117 934 0390 and **DAS** will give **you** a reference number. At this point **DAS** will not be able to tell **you** whether **you** are covered but will pass the information **you** have provided to a claims-handler and explain what to do next.

#### **When DAS cannot help**

Please do not ask for help from a lawyer or anyone else before **DAS** has agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

### THE MEANING OF WORDS IN THIS SECTION

#### **Appointed representative**

The **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** will appoint to act on **your** behalf.

#### **Costs and expenses**

(a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.



**(b)** The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **DAS's** agreement.

#### **Countries covered**

**(a)** For insured incidents 2 Contract disputes and 3 Personal injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

**(b)** For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### **DAS**

DAS Legal Expenses Insurance Company Limited

#### **DAS standard terms of appointment**

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

#### **Date of occurrence**

**(a)** For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)

**(b)** For criminal cases, the date **you** began, or are alleged to have begun, to break the law.

**(c)** For insured incident **6 tax protection**, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

#### **Period of insurance**

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

#### **Preferred law firm**

A law firm or barristers' chambers **DAS** choose to provide legal services.

These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS standard terms of appointment**.

#### **reasonable prospects**

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **DAS** has agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS's** behalf, will assess whether there are **reasonable prospects**.

#### **you, your**

The person who has taken out this section (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

## COVER

**We** agree to provide the insurance 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:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**
- 3 any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the **countries covered**, and
- 4 the insured incident happens within the **countries covered**.

### What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000 (£5,000 for Education Admissions Appeals).
- (b) the most **we** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**
- (c) in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- (d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **DAS** must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.
- (f) In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **us**.
- (g) **We** will not pay the first £250 of any claim for legal nuisance or trespass. **you** must pay this as soon as **we** accept the claim.

## WHAT IS NOT COVERED BY THIS SECTION

### 1. Late reported claims

A claim where **you** have failed to notify **DAS** of the insured Incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider **their** position has been prejudiced.

### 2. Costs we have not agreed

**Costs and expenses** incurred before **DAS's** written acceptance of a claim.

### 3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

### 4. Legal action DAS has not agreed

Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.

### 5. Defamation

Any claim relating to written or verbal remarks that damage your reputation.

### 6. A dispute with DAS

A dispute with **DAS** not otherwise dealt with under policy condition 8.

### 7. Judicial review

**costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 8. 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
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, 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
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 9. Litigant in person

Any claim where **you** are not represented by a law firm, barrister or tax expert

## INSURED INCIDENTS

### I. EMPLOYMENT DISPUTES

A dispute relating to your contract of employment.

### WHAT IS NOT COVERED UNDER EMPLOYMENT DISPUTES

A claim relating to the following:

- (a) employer's disciplinary hearings or internal grievance procedures
- (b) any claim relating solely to personal injury
- (c) a settlement agreement while **you** are still employed

## 2. CONTRACT DISPUTES

**(2.1)** A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:

- (a)** buying or hiring in goods or services
- (b)** selling goods.

**(2.2)** **Your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which you have entered into for the buying or selling of your principal home;

Provided that, in both 2.1 and 2.2:

- (i)** **you** must have entered into the agreement or alleged agreement during the **period of insurance**, and
- (ii)** the amount in dispute must be more than £250 (including VAT).

## 3 PERSONAL INJURY

A specific or sudden accident that causes **your** death or bodily injury to **you**.

## 4. CLINICAL NEGLIGENCE

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

## 5. PROPERTY PROTECTION

A civil dispute relating to **your** principal home, or personal possessions, that **you** own, or are responsible for, following:

- (a)** an event which causes physical damage to such property but the amount in dispute must be more than £250

## WHAT IS NOT COVERED UNDER CONTRACT DISPUTES

A claim relating to the following:

- (a)** A contract regarding an insured person's trade, profession, employment or any business venture;
- (b)** construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- (c)** the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- (d)** a dispute arising from any loan, mortgage, pension, investment or borrowing
- (e)** a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
- (f)** a motor vehicle owned by or hired or leased to **you**.

## WHAT IS NOT COVERED UNDER PERSONAL INJURY

A claim relating to the following:

- (a)** illness or bodily injury that happens gradually
- (b)** psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- (c)** defending **your** legal rights, but **we** will cover defending a counter-claim
- (d)** clinical negligence

## WHAT IS NOT COVERED UNDER CLINICAL NEGLIGENCE

A claim relating to the following:

- (a)** the failure or alleged failure to correctly diagnose **your** condition
- (b)** psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

## WHAT IS NOT COVERED UNDER PROPERTY PROTECTION

**(a)** A claim relating to the following:

- (i)** a contract **you** have entered into other than a contract for a private property which has been leased to a third party;
- (ii)** someone legally taking **your** property from

- (b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)
- (c) a trespass.

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

## 6. TAX PROTECTION

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

## 7. JURY SERVICE AND COURT ATTENDANCE

**your** absence from work:

- (a) to attend any court or tribunal at the request of the **appointed representative**
- (b) to perform jury service

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**

## 8. LEGAL DEFENCE

(a) **costs and expenses** to defend **your** legal rights if an event arising from **your** work as an employee leads to

(b) **you** being prosecuted in a court of criminal jurisdiction

- (c) civil action being taken against **you** under:
  - discrimination legislation
  - section 13 of the Data Protection Act 1998.

**you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority

(iii) work done by, or on

behalf of, any government or public or local authority unless the claim is for accidental physical damage.

(iv) mining subsidence

(v) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)

(vi) the enforcement of a covenant by or against **you**.

(b) Defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter-claim.

(c) The first £250 of any claim for legal nuisance or trespass. This is payable by **you** as soon as **DAS** accept the claim.

## WHAT IS NOT COVERED UNDER TAX PROTECTION

(a) Any claim if **you** are self-employed, or a sole trader, or in a business partnership.

(b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

## WHAT IS NOT COVERED UNDER JURY SERVICE AND COURT ATTENDANCE

Any claim if **you** are unable to prove **your** loss

## WHAT IS NOT COVERED UNDER LEGAL DEFENCE

Any claim relating to **you** driving a motor vehicle

## 9. INHERITANCE DISPUTES

**DAS** will negotiate for **your** legal rights in a dispute over something left to **you** in a will.

## 10. EDUCATION ADMISSIONS APPEALS

**DAS** will negotiate for **your** legal rights in a dispute over the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with their published admissions policy which results in the refusal to accept **your** child or children at the state school of their preference, subject to a limit of indemnity of £5,000.

## WHAT IS NOT COVERED UNDER INHERITANCE DISPUTES

Any dispute with another insured person under this section, your children, your parents or your parents-in-law.

## WHAT IS NOT COVERED UNDER EDUCATION APPEALS

(a) Any claim where acceptance to the school involves examinations or other selection criteria

(b) An insured incident involving a school which is not a state school which falls under the LEA's jurisdiction or where the allocation of a place within the school is not the responsibility of the LEA

(c) An insured incident arising prior to the submission of an application to the school or LEA

(d) A claim where the procedure for appealing against the decision to refuse a place at the school has not been followed

(e) A claim where the child has been expelled, suspended or permanently excluded from another school.

## CONDITIONS WHICH APPLY TO THE WHOLE SECTION

### 1 Your legal representation

- (a) On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **DAS's** in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS standard terms of appointment**.
- (d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

### 2 Your responsibilities

- (a) **you** must co-operate fully with **DAS** and the **appointed representative**.
- (b) **you** must give the **appointed representative** any instructions that **DAS** ask **you** to.



### 3 offers to settle a claim

- (a) **you** must tell **DAS** if anyone offers to settle a claim. **you** must not negotiate or agree to a settlement without **DAS's** written consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **DAS** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim in **your** name. **You** must also allow **DAS** to pursue at **DAS's** own expense and for **DAS's** own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help **DAS** need to do so.
- (d) Where a settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **DAS**.

### 4 Assessing and recovering costs

- (a) **you** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- (b) **you** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

### 5 Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.

### 6 Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

### 7 Expert opinion

**DAS** may require **you** to get, at **your** own expense, an opinion from an expert that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

### 8 Arbitration

If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.

### 9 Keeping to the policy terms

**You** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims

- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **DAS** ask for, in writing, and
- (e) report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.

## **10 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.

## **11 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 **you** have 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.

## **12 Claims under this policy by a third party**

Apart from **us**, **you** are 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.

## **13 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.

## **14 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 **you** normally live. 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.

## **HELPLINE SERVICES**

**You** can contact **DAS's** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call **you** back depending on **your** enquiry. To help **DAS** check and improve their service standards, all calls are recorded, except those to the Health and Medical Information and Counselling services. When phoning, please tell **DAS** your policy number or the name of the scheme you are in. Please do not phone **DAS** to report a general insurance claim.

## **LEGAL ADVICE SERVICE**

**DAS** provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm,

Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

#### **TAX ADVICE SERVICE**

**DAS** offer confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

#### **HEALTH & MEDICAL INFORMATION SERVICE**

**DAS** will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **DAS** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

**TO CONTACT THE ABOVE SERVICES, PHONE DAS ON: 0117 933 0654.**

#### **COUNSELLING SERVICE**

**We** will provide **you** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. **you** will pay any costs for using the services to which **we** refer **you**. This helpline is open 24 hours a day, seven days a week.

**TO CONTACT THE COUNSELLING HELPLINE, PHONE DAS ON: 0117 934 2121.**

**We** cannot accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

# **GENERAL CONDITIONS, EXCLUSIONS and ENDORSEMENTS**

## **GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE**

**(Applicable to all Sections except as herein expressly varied)**

### **Duty of Insured**

You shall take all reasonable steps to prevent loss, damage or accident and maintain the Building(s) in a good state of repair.

### **Notice of Change of Occupancy**

If the Buildings/House/Home are (is) Unoccupied at inception date, they (it) will be deemed to be a Professional Let Home for the purposes of this insurance, provided that Your intention, at such inception date, is that the Buildings/House/Home are (is) intended to be let under an Assured Shorthold Tenancy Agreement of a minimum of 6 months duration within 30 days of such inception date.

It is a Condition Precedent to the liability of the Insurer that You or Your authorised representative, shall immediately notify Us in writing upon the Buildings/House/Home specified in the Schedule becoming Unoccupied for any continuous period in excess of 30 days or upon there being any change in occupancy from a Professional Let Home. Upon receipt of the notice, We reserve the right to amend and/or vary the terms and conditions of and/or rate applicable to this insurance or change the type of insurance, if required.

### **Notice of Works Clause**

It is a Condition Precedent to the liability of the Insurer that You shall notify Us prior to the commencement of any conversions, extensions, refurbishment and modernisation to the Buildings at the Premises specified in the Schedule. Upon receipt of this notice, We reserve the right to amend the terms and conditions of this insurance.

### **Cancellation Clause**

This insurance may be cancelled by Us or on Our behalf by 30 (thirty) DAYS NOTICE being given in writing to You at Your last known address, and the premium shall be adjusted with Us receiving or retaining a pro-rata premium.

Where the premium is collected by Direct Debit instalments and there is a default in payment, We reserve the right to cancel the policy by giving You 14 days' notice in writing.

This insurance may also be cancelled at any time at Your request in writing, directly to Us or to the Broker through whom the insurance was effected, and we will retain a proportion of the annual premium calculated pro rata to the number of days during which the Insurance under this policy was in force.

Where a claim has arisen during the Period of Insurance from last renewal and any settlement paid exceeds the annual premium for the said Period of Insurance, there will be NO return premium. In the same circumstances, if the premium is paid to Us by direct debit instalments, any direct debit instalments still to be collected in respect of the same Period of Insurance become payable to Us, and We reserve the right to collect these.

## **GENERAL CONDITIONS and EXCLUSIONS**

**(Applicable to all Sections except as herein expressly varied)**

### **Other Insurance**

There shall be no liability under this insurance in respect of any claim where the Insured is entitled to indemnity under any other insurance except in respect of any Excess beyond the amount which would have been covered under such insurance had this insurance not been effected.

### **Rot**

Loss or damage arising from wet or dry rot is not covered by this Insurance.

### **Gradual Deterioration/Wear and Tear**

This Insurance does not cover loss or damage caused by or resulting from wear and tear or anything that happens gradually over a period of time.

### **Claims Conditions**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim:

- a) On the happening of any loss or destruction or damage or any accident or injury which may give rise to a claim the Insured, or an authorised representative of the Insured, shall give immediate notice thereof in writing to the Insurer.
- b) Notify the police immediately of any loss or destruction or damage caused by malicious persons, theft or attempted theft, violent disorder, riots or civil commotion or the disappearance of valuable items.
- c) The Insured shall within 90 days after such loss, destruction or damage, accident or injury (within 30 days in the case of claims under Section Three (Property Owners Liability)) at the expense of the Insured deliver to the Insurer a claim in writing containing as much information as possible of the loss, destruction or damage, accident or injury or any article or portions of property lost, destroyed or damaged and of the amount of damage thereto, together with details of any other insurance on any property hereby insured. If requested the Insured shall also give to the Insurer all proofs and information with respect to the claim as may reasonably be required.
- d) The Insured shall send to the Insurer immediately upon receipt, unanswered, any communication from third parties in relation to any event which may result in a claim under this policy, including any letter, claim form or other legal process issued or commenced.
- e) The Insured shall not negotiate, pay, settle or admit or repudiate any claim without the written consent of the Insurer.

The Insured will allow the Insurer to take over and conduct in the name of the Insured the defence of any claim, and prosecute in the Insured's name, for the benefit of the Insurer, any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to the Insurer such information and assistance as the Insurer may reasonably require.

### **Fraud**

- a) If any claim made by the Insured or anyone acting on behalf of the Insured, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not,

- or
- b) if a false declaration or statement is made
- or
- c) if a fraudulent device is used in support of a claim

Insurers may, at Their option

- (i) avoid the policy from the inception of this insurance and require the repayment of all claims paid under the policy to date
- or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim
- or
- (iii) repudiate the claim

### **Radioactive Contamination**

In respect of all Sections this Insurance does not cover:

- 1)
  - Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever (including consequential loss) resulting or arising from:
    - i)
      - ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.
    - ii)
      - radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2)
  - Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - i)
      - ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.
    - ii)
      - radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **War Risks**

In respect of all Sections this Insurance does not cover any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, terrorism in Northern Ireland, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### **Sonic Bangs**

In respect of all Sections this Insurance does not cover any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.



### **Accidental Breakage of Glass in Your Home**

You can use the 24 hour emergency service provided by Glassolutions. Please call 0870 870 7171.

### **In the Event of a Claim Requiring Emergency Action Outside of Normal Working Hours**

(Other than glass claims) PLEASE CALL - 0844 856 2032

### **Small Additional or Return Premiums**

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is hereby agreed that whenever any additional or return premium of £2 or less becomes due from or to You on account of the **adjustment** of a premium, of an **alteration** in cover or rate during the term or for any other reason, the collection will not be made, as the case may be.

### **Complaints Procedure**

Any enquiry or complaint You may have regarding Your policy should be addressed to the intermediary who arranged Your insurance, or directly to Ocaso, S.A. UK Branch.

Please have readily available the details of Your policy and in particular Your policy number to prevent delays when dealing with Your enquiry.

We take any complaints or potential complaints very seriously and undertake to resolve these quickly, fairly, consistently and in a compliant manner.

If You are not satisfied with the way in which Your complaint has been dealt with, please write to the General Manager of Ocaso, S.A. UK Branch at 3rd Floor, 12 Appold Street, London EC2A 2AW.

Please Note

You have the right to ask the Insurance Ombudsman to review Your case. They can be contacted at the following address:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

The use of this Complaints Procedure will not affect Your right to take legal proceedings.

### **Appointment of Arbitrators in the Event of Disagreement**

1)

If the parties fail to come to an agreement over the amount of indemnity within a period of 40 days from receipt of a claim notification, each party will appoint an arbitrator, whose acceptance must be in writing.

2)

If one of the parties fail to appoint an arbitrator, this party is obliged to do so within 8 days from the date on which the other party so demands. If nevertheless, this party fails to appoint an arbitrator in the said period, it is understood that this party accepts the decision rendered by the arbitrator appointed by the other party, and that such decision is binding.

**3)**

In the case that the two arbitrators come to an agreement, their assessment will be reflected in a joint document in which are stated the causes of the loss or damage, the valuation of the damage, other circumstances affecting the determination of the indemnity and the proposal of the amount of the indemnity.

**4)**

When no such agreement is reached between the arbitrators, both parties will appoint a third arbitrator of mutual choice or if they cannot agree on the third, this arbitrator will be appointed by a Court of Law. In this case, the arbitrators' decision will be rendered in the period agreed by the parties or, failing this, within a period of 30 days from the appointment of the third arbitrator.

**5)**

The decision of the arbitrators, by unanimity or majority, will be notified to the parties in an immediate and indubitable way and will be binding on both parties unless legal action to declare the decision void is taken by either of the parties within a period of 30 days for the Insurer and 180 days for the Insured, from the date of notification. If this action is not initiated in the periods stipulated, the arbitrators' decision will be deemed irrefutable.

**6)**

Each party will pay the fees of their arbitrator. The Insurer will be responsible for 50% (fifty percent) and the Insured for the remaining 50% (fifty percent) of the fees of the third arbitrator as well as the rest of the expenses, including those of clearing away debris and those of an expert arbitrator. However, if either of the parties has made adjustments necessary, through insisting on an evaluation of the damages that was obviously disproportionate, the responsibility for payment would fall upon that party alone.

## ENDORSEMENTS

### THE FOLLOWING CLAUSES ARE APPLICABLE TO YOUR INSURANCE POLICY

#### 1. Business Use Extension Clause

In consideration of an additional premium paid hereon it is hereby agreed that, notwithstanding exclusion 4 (item A) of Section Three (Property Owners Liability) is extended to include the Insured's legal liability, as defined herein, arising out of the use of the Premises named in the Schedule; PROVIDED ALWAYS that the liability arising out of advice given or services rendered in respect of the Insured's profession, occupation, business or employment is not covered.

#### 2. Protection Clause

It is a Condition Precedent to the liability of the Insurer in respect of loss, destruction or damage, including loss, destruction or damage caused by theft or attempted theft that all Protections, including locks, provided for the safety and security of the insured property shall be maintained in good order throughout the period of this insurance and be in full operation at all times when the Premises are left unattended. Such Protections shall not be withdrawn or varied without Our consent.

#### 3. Unoccupancy Clause

**It is hereby understood and agreed that whilst the property is**

**a)**

**i) untenanted for a period of more than 72 consecutive hours, or**

**ii) left otherwise Unoccupied for more than 30 consecutive days,**

Section One (Buildings) and Section Two (Contents) of the policy exclude Peril 4 (Escape of Water) during the period **1st October to 1st April**, unless the Central Heating System is in continuous operation at not less than a minimum temperature of **55F (13C)** or alternatively the Premises Water System is turned off at the mains and drained. For the purposes of this Clause, "in continuous operation" means in operation 24 hours per day, and not set to be switched off or on by the operation of a timer.

**b)**

left Unoccupied for more than **30 consecutive days**, the property must be inspected, by the Insured or the Insured's representative, at intervals of not more than 30 days, and written records kept of such inspections.

#### 4. Terrorism Clause

Subject otherwise to the terms, definitions, exclusions, provisions and conditions of the policy this insurance includes damage or loss resulting from damage by fire or explosion (if insured) occasioned by or happening through or in consequence of Terrorism as defined below.

For the purposes of this endorsement Terrorism is defined as:

Any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by acts of Terrorism arising from biological, chemical or nuclear substances.

This policy excludes any act of Terrorism in Northern Ireland, and the territorial seas adjacent to England, Wales and Scotland (as defined by the Territorial Sea Act 1987) and the Channel Islands and the Isle of Man.

#### **5. Mortgage Interest Clause**

The interest of the mortgagee in each individual property insured by this policy is noted. You will be required to tell Us of these in the event of a claim.

In addition any act or neglect by You or the occupier of Your Buildings/House/Home, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that:

- such act or neglect is entirely without the authority or knowledge of the mortgagee;
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to us and any additional premium required is paid.

#### **6. Date Change Clause**

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.

**Further endorsements may apply, therefore please refer to Your Schedule of Cover.**



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