

# RESIDENTIAL LET PLUS INSURANCE POLICY

## General Conditions

Mod. 2421-B



**OCASO**

# OCCASO

## **GENERAL CONDITIONS**

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.

# OCCASO

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**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 2AW, 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.

**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. Properties divided into bedsits will not be deemed to be Buildings for the purposes of this insurance.

**Condition Precedent**

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

**Contents**

Household goods, furniture and furnishings belonging to the Insured, including contents in the open within the confines of the premises. 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.

### **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.

### **Flood**

Water, from any source external to a building, which enters a building –

- a) At or below ground level, or above ground level provided that part of the body of such water is at ground level and,
- b) With a volume, weight or force which is substantial and abnormal.

Ground seepage or percolation of water into a building such as rising damp or water escaping from a water main, drain, sewer or other thing inside a building do not constitute flood, unless such escape was solely the consequence of a flood falling within paragraph a) and b).

### **Insured/You/Your**

The person(s) named as Insured in the Schedule and their domestic partner and members of their family (or families) who are permanently living with them and their foster children who live with them.

### **Residential Let Plus**

A Residential Let Plus Home is a home which is let to and occupied by a person or persons under an Assured Shorthold Tenancy Agreement, or its equivalent in Scotland or Northern Ireland, where such tenancy agreement(s) is/are directly between the owner of the Building/House/Home and each tenant, who is not a national or local government, or department or agency thereof, or a housing association.

### **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.

### **Storm**

A period of violent weather defined as:

- a) Wind speeds with gusts of at least 48 Knots (55 mph), or
- b) Torrential rainfall at a rate of at least 25mm per hour, or
- c) Snow to a depth of at least 30cm in 24 hours, or
- d) Hail of such intensity that it causes damage to hard surfaces or breaks glass.

### **Student**

Enrolled for the purpose of attending a university or college course which lasts for at least one academic year, requiring attendance of at least 24 weeks a year and involves on average at least 21 hours of study, tuition or work experience per week during term time.

### **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.

### **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.

### **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.

- **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**

Your Sum(s) Insured may be updated monthly (and the new amounts notified to You annually with Your renewal notice) to reflect rising costs in line with the Retail Price Index for Contents and the House Rebuilding Cost Index for Buildings.

**Note:**

All adjustments referred to in this definition will be upwards only. We will not reduce Your Sum Insured if the index falls unless You advise Us to do so in writing.

# SECTION ONE

## BUILDINGS

### BUILDINGS INSURED

This Section covers the Buildings of Standard Construction, of the Residential Let Plus 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)**

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)**

The amount of the Excess shown in the Schedule.

**6.**

THEFT or attempted theft.

**a)**

Any amount in excess of £5,000 any one loss if caused by Your tenants or anyone lawfully in the Building.

**b)**

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 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.

**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, ILLEGAL ACTIVITIES OF TENANT.

**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.

**e)**

Damage caused by any tenant who is a full time student.

**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.

**14.**

**REMOVAL OF NESTS COVER**

Costs reasonably and necessarily incurred with Our consent in respect of removing bees, wasps and hornets nests from the Buildings.

Any amount in excess of £1,000 any one loss.

**15.**

**DAMAGE TO BUILDINGS CAUSED BY EMERGENCY SERVICES**

Costs of restoring any Damage to the gardens or Buildings caused by forced access to deal with a medical emergency or to prevent damage to the property.

Any amount in excess of £1,000 any one loss.

**16.**

**CONTRACTING PURCHASER'S INTEREST**

If You enter into a contract to sell any Building insured by this Policy, and the Building is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed.

**a)**

The amount of the Excess shown in the schedule.

**b)**

Loss or damage if other insurance has been arranged by or for the buyer.

This Section provides **additional** cover for:

**ADDITIONAL COVER**

This **additional** cover does NOT include:

**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.

**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.

**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)**

SHORT-TERM ACCOMMODATION FOR THE COSTS, RENT OR MAINTENANCE CHARGES PROVIDED THAT the Insurers liability is limited to the period the Buildings are uninhabitable.

If the Buildings/House/Home cannot be lived in because of damage by any of the causes 1 to 13, or if the Buildings/House/Home cannot be lived in because of damage caused to nearby property by any of the causes 1 to 13, we will pay one or a combination of the following:

**a)**

The reasonable costs of similar short-term accommodation for the tenants who normally live in the Buildings/House/Home, including the reasonable cost of accommodation in kennels and/or catteries for dogs and/or cats belonging to the tenants in residence, where such pets are not permitted in any alternative accommodation.

OR

The rent or maintenance charges you would have received but have lost including ground rent.

**b)**

The reasonable costs for temporary storage of furniture.

**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

The amount of the Excess shown in the Schedule.

**a)**

Any amount in excess of £25,000 or 20% (twenty percent) of the Sum Insured on the Buildings, whichever is the greater.

**b)**

Any additional costs of alternative accommodation.

**c)**

Any costs You agree to pay without our written permission.

**d)**

Any costs the tenant should pay once the Buildings can be lived in again.

**a)**

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

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.

**E)**

IF YOU LOSE THE KEYS to the inside or outside doors of the Buildings or to safes or alarms in the Buildings or they are stolen, or there is accidental damage to the locks of the outside doors, safes or alarms, we will either pay the cost of;

- a) changing parts of the locks; or
- b) replacing the locks if we choose

**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.

The most we will pay for any one claim is £1,000.

## **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)

**£1,000** in respect of domestic oil in fixed fuel oil tanks.

b)

**£2,500** in respect of Contents within detached domestic outbuildings and garages.

c)

**£1,000** in respect of accidental loss of metered water.

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.

## **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.

**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 TREES, TELEGRAPH POLES or LAMP-POSTS.

**11.**

**TREE FELLING OR LOPPING**

We will pay the reasonable costs and expenses necessarily incurred in felling, lopping and removing trees for which you are legally responsible and which are an immediate threat to the safety of life or property.

**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.

**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.

**a)**

Legal or local authority costs involved in removing trees.

**b)**

Costs incurred solely to comply with a preservation order.

**c)**

Costs incurred in respect of routine maintenance.

**d)**

Any amount in excess of £500 any one loss.

**e)**

Any amount in excess of £2,500 any one period of insurance.

## **12.**

### **DAMAGE CAUSED BY ATTENDING EMERGENCY SERVICES**

Costs of restoring any Damage to the Contents including contents in the open but within the confines of the Premises caused by forced access to deal with a medical emergency or to prevent damage to the property.

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.

Any amount in excess of £1,000 any one loss.

### **ADDITIONAL COVER**

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.



● **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.

**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, if 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.**

## OPTIONAL COVER

### ACCIDENTAL DAMAGE TO CONTENTS

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

#### THIS EXTENSION COVERS

The Contents within the Buildings of the private dwelling situated within the premises specified in the Schedule against ACCIDENTAL DAMAGE by external and visible means.

#### THIS EXTENSION DOES NOT COVER

- a)** Damage or any proportion thereof specifically excluded under Section Two (CONTENTS).
- b)** Damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair, renovation or whilst being worked on.
- c)** Damage caused by animals kept as domestic pets.
- d)** Any amount in excess of £1,000 in all, in respect of porcelain, china, glass and other articles of a brittle nature.
- e)** Consequential loss.
- f)** Cash, currency, bank notes, negotiable documents, coins, stamps and credit cards.
- g)** Damage to contact, corneal or micro corneal lenses.
- h)** Wear and tear or gradual deterioration, or damage caused by moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- i)** Damage arising out of defective materials, faulty workmanship, specification or design, inherent vice or latent defect.
- j)** Damage arising out of mechanical or electrical breakdown or derangement.
- k)** Damage arising out of climatic or atmospheric conditions, including heat distortion.



**l)**  
Damage to records, discs, tapes or computer software.

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

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

## SECTION THREE

### ACCIDENTS TO DOMESTIC STAFF

#### **THIS SECTION INDEMNIFIES THE INSURED FOR:**

Legal liability, including costs and expense incurred by the Insured with Insurers written consent, whether under any statute or at common law for damages in respect of BODILY INJURY BY ACCIDENT OR DISEASE happening during the period of this Insurance anywhere in the World, OTHER THAN as excluded, to any domestic staff of the Insured employed in connection with the Premises specified in the Schedule of which the Contents of the Buildings are insured under SECTION TWO; in connection with any temporary residence; or in connection with any car (whether as chauffeur or otherwise) which is used by the Insured or by any permanent member of the Insured's household.

#### **THIS SECTION DOES NOT INDEMNIFY THE INSURED FOR:**

**a)**

Any injury sustained in connection with

**I)** any car in Canada or the United States of America.

**II)** any car elsewhere which is being used for racing, pacemaking or speedtesting.

**b)**

Any injury or illness caused directly or indirectly by the transmission of any communicable disease or condition.

**c)**

Any injury 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.

**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 the Insured with the Insurers' 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**

**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 £5,000,000 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 FIVE

### LET LEGAL PROTECTION

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.

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 advisor or the organisation which sold You this cover.

#### **How we can help**

To make a claim under Your policy, please phone DAS on 01 17 933 0654. DAS will ask You about Your legal dispute and if necessary call You back at an agreed time to give You legal advice. If Your dispute needs to be dealt with as a claim under this policy, DAS will give You a claim reference number. At this point DAS will not be able to tell You whether You are covered but will pass Your information to their claims-handling teams and explain what to do next.

If You prefer to report Your claim in writing, You can send it to DAS's Claims Department at the following address:

Claims Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

You may prefer to email Your claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

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

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed. If You do, DAS will not pay the costs involved even if DAS accept the claim.

#### **Data protection**

To provide and administer the legal advice service and legal expenses insurance DAS must process Your personal data (including sensitive personal data) that DAS collect from You in accordance with their Privacy Policy. To do so, DAS may need to send Your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give You legal advice, DAS may have to send information outside the European Economic Area.

In doing this, DAS will comply with the Data Protection Act 1998. Unless required by law or by a professional body, DAS 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 DAS hold about You, please write to the Group Data Protection Controller at DAS's Head Office address overleaf.

**How to make a complaint**

DAS always aims to give You a high quality service. If You think DAS have let You down, please write to DAS Customer Relations Department at DAS's Head Office address below.

Or You can phone DAS on 0344 893 9013 or email DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of DAS's 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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at:

PO Box 6806  
Wolverhampton  
WV1 9WJ.

You can also contact them by telephone on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using these services does not affect Your right to take legal action.

**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.

## ● THE MEANING OF WORDS IN THIS SECTION

### **Appointed Lawyer**

The lawyer, or other suitably qualified person, whom DAS appoint to act for You in accordance with the terms of this policy.

### **Costs and Expenses**

#### **a)**

#### **Legal Costs**

All reasonable and necessary costs charged by the Appointed Lawyer on a standard basis.

#### **b)**

#### **Opponents' Costs**

The costs incurred by opponents in civil cases if You have to pay them, or pay them with DAS's agreement.

### **Countries Covered**

The United Kingdom of Great Britain and Northern Ireland.

### **Date of Occurrence**

#### **a)**

#### **For civil cases**

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the Date of Occurrence is the date of the first of these events.

#### **b)**

#### **For criminal cases**

The Date of Occurrence is when You began or are alleged to have begun to break the criminal law in question.

### **Hotel Expenses**

Up to £150 per day to cover the cost of Your accommodation for a maximum of 30 days while You are seeking possession of Your Let Home.

### **Period of Insurance**

The period for which We have agreed to cover You.

### **Rent Arrears**

Unpaid rent that is owed to You under a tenancy agreement, or would have been owed to You but for the breach of a tenancy agreement to let Your Let Home: where DAS have accepted Your claim under insured incident I REPOSSESSION.

### **Storage Costs**

£10 per day to store Your personal possessions for a maximum of four weeks after the termination of Your tenancy agreement while You are unable to reoccupy Your Let Home.

## **DAS**

DAS Legal Expenses Insurance Company Limited.

### ● **COVER**

We agree to provide the insurance in this policy, as long as:

- a)**  
the premium has been paid; and
- b)**  
the Date of Occurrence of the insured incident is during the Period of Insurance; and
- c)**  
any legal proceedings will be dealt with by a court, or other body which DAS agrees to, in the Countries Covered; and
- d)**  
for civil claims, it is always more likely than not that You will recover damages (or obtain any other legal remedy which DAS have agreed to).

### ● **WHAT WE WILL PAY**

For an insured incident under this policy We will pay Your:

- Hotel Expenses;
- Legal Costs, including Legal Costs to make or defend an appeal provided that:
  - a)**  
You tell DAS within the time limits allowed that You want DAS to appeal; and
  - b)**  
DAS agrees that it is always more likely than not that the appeal will be successful;
- Opponents' Costs;
- Rent Arrears, payable by Us 30 days in arrears as shown under insured incidents 5(a) and 5(b) RENT ARREARS of this policy;
- Storage Costs.

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.

### ● **INSURED INCIDENTS**

#### **I. REPOSSESSION**

DAS will negotiate for Your legal rights in trying to get possession of Your Let Home.

Provided that:

- (i)**  
You give the tenant the correct notices telling him or her that You want possession of Your Let Home

#### **WHAT IS NOT COVERED UNDER EMPLOYMENT DISPUTES**

Any claim to repossess Your Let Home because Your tenant has behaved anti-socially.

**(ii)**

All posted pre-agent notices and pre-proceeding notices are sent by recorded delivery post.

**2.**

**PROPERTY DAMAGE**

DAS will negotiate for Your legal rights after an event which causes physical damage to Your Let Home. The amount in dispute must be more than £1,000.

**3.**

**EVICTION OF SQUATTERS**

DAS will negotiate for Your civil legal rights to evict anyone who is not Your tenant or ex-tenant from Your Let Home and who has not got Your permission to be there.

Please note, for England, Wales and Scotland squatting is a criminal offence and therefore please contact the police in the first instance.

**4.**

**RENT RECOVERY**

DAS will negotiate for Your legal rights to recover rent owed by Your tenant for Your Let Home if it has been overdue for at least one calendar month.

Provided that:

**(i)**

If You accept payment (or part payment) of Rent Arrears from the tenant of Your Let Home, You must be able to provide proof that You have warned the tenant that it does not prevent You taking further action against them under this section.

**(ii)**

Where the tenant is a limited company, You must first seek advice from the appointed representative before accepting payment of Rent Arrears.

**5.**

**LET LEGAL DEFENCE**

DAS will:

**a)**

defend Your legal rights if an event arising from letting Your Let Home leads to You being prosecuted in a criminal court;

**b)**

defend an appeal against Your decision not to adapt Your Let Home following a request under:

**(i)**

The Disability Discrimination Act 1995 as amended by the DDA 2005;

**(ii)**

The Housing (Scotland) Act 2006;

**(iii)**

The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006;

or any future amending legislation.

Provided that:

For 15(b) You have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).

● **WHAT IS NOT COVERED BY THIS SECTION**

**1.**

Any claim reported to DAS more than 90 days after the date You should have known about the insured incident.

**2.**

Any costs and expenses, Hotel Expenses or Storage Costs that are incurred before We agree to pay them.

**3.**

Any disagreement with Your tenant when the Date of Occurrence is within the first 90 days of the first Period of Insurance and the tenancy agreement started before the start of this policy.

**4.**

A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against You.

**5.**

Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of Your Let Home or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.

**6.**

Any claim relating to someone legally taking Your Let Home from You, whether You are offered money or not, or restrictions or controls placed on Your Let Home by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.

**7.**

Any claim relating to subsidence, mining or quarrying.

**8.**

Judicial Review.

**9.**

Fines, penalties, compensation or damages which You are ordered to pay by a court or other authority.

**10.**

A dispute with Us not otherwise dealt with under Condition 7.

**11.**

Any legal action You take which DAS or the Appointed Lawyer have not agreed to or where You do anything that hinders DAS or the Appointed Lawyer.

**12.**

Apart from Us and DAS, You are the only person who may enforce all or any part of this section 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 this section in relation to any third-party rights or interest.



**13.**

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.

**14.**

Any claim where You are not represented by a law firm, barrister or tax expert.

● **CONDITIONS WHICH APPLY TO THE WHOLE SECTION**

**1.**

You must:

**a)**

keep to the terms and conditions of this policy;

**b)**

try to prevent anything happening that may cause a claim;

**c)**

take reasonable steps to keep any amount We have to pay as low as possible;

**d)**

send everything DAS ask for, in writing;

**e)**

give DAS full and truthful details of any claim as soon as possible and give DAS any information they need.

**2.**

**a)**

DAS can take over and conduct, in Your name, any claim or legal proceedings at any time. DAS can negotiate any claim on Your behalf.

**b)**

You are free to choose an Appointed Lawyer (by sending DAS a suitably qualified person's name and address) if:

**i)**

DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent Your interests in those proceedings; or

**ii)**

there is a conflict of interest.

**c)**

In all circumstances except those in 2(b) above, DAS are free to choose an Appointed Lawyer.

**d)**

The Appointed Lawyer will be appointed by DAS to represent You according to DAS standard terms of appointment, which may include a 'no-win, no-fee' agreement. The Appointed Lawyer must co-operate fully with DAS at all times.

**e)**

DAS will have direct contact with the Appointed Lawyer.

**f)**

You must co-operate fully with DAS and with the Appointed Lawyer and must keep DAS up to date with the progress of the claim.

**g)**

You must give the Appointed Lawyer any instructions that DAS ask for.

**3.**

**a)**

You must tell DAS if anyone offers to settle a claim.

**b)**

If You do not accept a reasonable offer to settle a claim, We may refuse to pay further Legal Costs.

**c)**

DAS may decide to pay You the losses You are claiming instead of starting or continuing legal proceedings.

**4.**

**a)**

You must tell the Appointed Lawyer to have Legal Costs taxed, assessed or audited, if DAS ask for this.

**b)**

You must take every step to recover Legal Costs that We have to pay and must pay Us any Legal Costs that are recovered.

**5.**

If an Appointed Lawyer refuses to continue acting for You with good reason, or if You dismiss an Appointed Lawyer without good reason, the cover We provide will end at once, unless DAS agrees to appoint another Appointed Lawyer.

**6.**

If You settle a claim or withdraw it without DAS agreement or do not give suitable instructions to an Appointed Lawyer, the cover We provide will end at once and We will be entitled to reclaim from You costs and expenses We have paid.

**7.**

If there is a disagreement about the way DAS handle a claim that is not resolved through DAS's internal complaints procedure, You can contact the Financial Ombudsman Service for help.

**8.**

This section will be governed by English law.

## ● **HELPLINE SERVICES**

DAS provide these services 24 hours a day, seven days a week during the Period of Insurance.

All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help DAS check and improve service standards, DAS record all calls, except those to the counselling service. When phoning, please tell DAS You are an OCASO Let policyholder. Please do not phone DAS to report a general insurance claim.

To get help from DAS, phone 01 17 933 0654.

### **EuroLaw legal advice**

DAS will give You confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. DAS may send information to legal advisors in these countries.

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**

DAS will give You confidential advice over the phone on personal tax matters.

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.

**Domestic assistance**

DAS will arrange help or repairs needed if You have a domestic emergency in Your Let Home, such as a burst pipe, blocked drain, broken window or building damage. DAS will ask a contractor to help, but You must pay the contractor's costs including any call-out charges.

**Counselling**

DAS will provide You with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services. You will pay any costs for using the services to which DAS refer You.

To contact the counselling helpline, phone DAS on 0344 893 9012.

We will not accept responsibility if the Helpline Services fail 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 Residential Let Plus Home for the purposes of this insurance, provided that it is Your intention, at such inception date, that the Buildings/House/Home are (is) to be let under an Assured Shorthold Tenancy Agreement made directly between the Insured and each tenant, within 90 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

- a) is no longer a Residential Let Plus Home.
- b) no longer qualifies to be deemed a Residential Let Plus 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 works that exceed:

- a)  
£50,000 when undertaken by a contractor, or
- b)  
£10,000 when undertaken by anyone other than an independent contractor

Upon receipt of this notice We reserve the right to amend the terms and conditions of this insurance.

Where the works are to be undertaken by anyone other than an independent contractor cover under Section One (Buildings) and Section Two (Contents) is limited to Peril 1 (Fire, Lightning, Explosion or Earthquake) or Peril 2 (AIRCRAFT and other aerial devices or articles dropped therefrom) until such time as the works are completed.

For the purposes of this Notice of works Clause, works shall mean renovations, conversions, extensions, refurbishment and modernisation to the Buildings at the premises as specified in the Schedule other than:

- Carpets, vinyl or lino replacement.
- Cleaning and other general maintenance.
- Internal painting and decorating.
- Internal tiling.

**Contractor Exclusion Clause**

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

**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.

**Deliberate Loss or Damage**

This insurance does not cover any loss or damage caused, allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you or any member of your family, paying guest or tenant, or anyone lawfully in the Home, other than as covered under Perils 12 and 15.

**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 Four (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.

**f)**

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:

**I)**

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 0333 003 3388.

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

(Other than glass claims) PLEASE CALL - 0344 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 the Insured 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**

We endeavour to provide excellent service at all times, however we recognize that sometimes things do go wrong. In some cases your insurance advisor will be able to resolve the problem and you should contact them directly in the first instance.

If this does not settle the matter, you should contact us at the following:

The Customer Complaints Team  
Ocaso SA UK Branch  
3rd Floor,  
12 Appold Street,  
London EC2A 2AW

Telephone: 0207 377 6465  
email: [customer.complaints@ocaso.co.uk](mailto:customer.complaints@ocaso.co.uk)

If we still cannot resolve your complaint with us, you may be entitled to refer it to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

If you make a complaint, it will not affect your right to take legal action against us.

### **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 Four (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. Unoccupancy Clause

It is hereby understood and agreed that

1.

Whenever the Buildings/House/Home are (is) Unoccupied the excesses under Section One (BUILDINGS) and Section Two (CONTENTS), if applicable, shown on the Schedule are increased by £150 except for any claim under

a)

Peril 4 (Escape of Water) where the excess is £500 or the amount of the excess shown on the Schedule for all claims other than Subsidence Landslip or Heave, whichever is the greater.

b)

Peril 9 (Subsidence, Landslip or Heave). The excess applicable to Peril 9 (Subsidence, Landslip or Heave) is shown separately on the Schedule.

2.

Whilst the Buildings/House/Home are (is) left untenanted for a period in excess of 7 days or otherwise Unoccupied for more than 30 consecutive days,

a)

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)

the Buildings/House/Home 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.

c)

all waste, combustible materials and gas bottles, either within or outside the Buildings, must be removed.

**3.**

Where the Buildings/House/Home are (is) Unoccupied for any continuous period in excess of 90 days, cover under Section One Buildings and Section Two Contents is reduced to cover the Buildings/House/Home and the Contents for loss or damage directly caused by Peril 1, (Fire, Lightning, Explosion or Earthquake) or Peril 2, (Aircraft and other aerial devices or articles dropped therefrom), until such time as the Buildings/House/Home are (is) occupied as a Residential Let Plus Home pursuant to an Assured Shorthold Tenancy Agreement directly between the property owner and each tenant.

### **3. 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.

### **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:

**a)**

such act or neglect is entirely without the authority or knowledge of the mortgagee;

**b)**

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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