

# STUDENT LET HOME INSURANCE POLICY

General Conditions

Mod. 2395-B



**OCASO**

## **GENERAL CONDITIONS**

# OCCASO

<b>INTRODUCTION</b>		●
	page 4	
<b>DEFINITIONS</b>		●
	page 5	
<b>SECTION ONE</b>		●
<b>Buildings</b>	page 6	
<b>SECTION TWO</b>		●
<b>Contents</b>	page 12	
<b>SECTION THREE</b>		●
<b>Property Owners Liability</b>	page 17	
<b>SECTION FOUR</b>		●
<b>Let Legal Protection</b>	page 20	
<b>GENERAL CONDITIONS, EXCLUSIONS and ENDORSEMENTS</b>		●
	page 29	

**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 necessary repair, replacement or reinstatement.

The General Conditions, Schedule and endorsements shall be read together as one contract.

Please read the General Conditions, 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 you have to make a claim please refer to the General Conditions of this policy, or alternatively contact Ocaso S.A. UK Branch, 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 replacements of contents be carried out, without the prior approval of Ocaso S.A., UK Branch.

## DEFINITIONS

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

### **Student Let**

A Student Let is a property rented to **full-time** student(s) or a **full-time** student and his or her family.

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

The person(s) named as insured in the schedule.

### **Company/We/Our/Us/Insurer**

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.

### **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.

## ● **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 the Student Let Home situated within the Premises specified in the Schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients, **-being for the purpose of the Insurance Standard Construction.**

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 first £100 of each and every claim.

The first £100 of each and every claim.

**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 first £100 of each and every claim.

**4.**

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

**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.

**6.**

THEFT or attempted theft.

**7.**

IMPACT by any vehicle or animal.

**a)**

Loss or damage caused by subsidence, landslip or heave, other than 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)**

Loss or damage arising from wet or dry rot.

**e)**

The first £100 of each and every claim.

**a)**

Loss or damage due to wear and tear or gradual deterioration.

**b)**

Loss or damage caused by gradual emission.

**c)**

Loss or damage caused by faulty workmanship.

**d)**

Loss or damage whilst the Buildings are insufficiently furnished for normal habitation.

**e)**

The first £100 of each and every claim.

**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 building as a trespasser, AND

**ii)**

Has gained entry to or exit from such building by forcible and violent means.

**c)**

The first £100 of each and every claim.

The first £100 of each and every claim.



**8.**

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

**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 building as a trespasser, AND

**ii)**

Has gained entry to or exit from such building by forcible and violent means.

**c)**

The first £100 of each and every claim.

**9.**

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

**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 first £1,000 of each and every loss.

**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.

**10.**

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

**11.**

FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS.

**a)**

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

**b)**

The first £100 of each and every claim.

**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 first £100 of each and every claim.

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 liable 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 first £100 of each and every claim.

**a)**

Loss or damage due to wear and tear or gradual deterioration.

**b)**

The first £100 of each and every claim.

**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 have 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 Building(s), the Insurer will pay the FULL COST OR 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 forms part of a pair, set, suite or part of a common design or function when the 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 the Insured shall agree to carry out Insurers' 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 each Premises separately 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 (as defined by current Royal Institution of Chartered Surveyors figures) than the sum insured by this Policy, the Insured 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 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 property insured, all of which are owned by or are the legal responsibility of the Insured.

#### CONTENTS NOT INSURED

This Section does NOT cover:

- 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)** Contents belonging to tenants, including Landlords' relatives, and the Insured's own personal possessions.
- g)** Property in the open within the confines of the Premises.

#### SPECIFIC SUB-LIMITS

For each Property Insured (and elsewhere as defined herein) Insurers liability shall not exceed during the period of this Insurance:

- a)** **£250** in respect of cash, currency, bank notes, credit cards or negotiable documents, deeds, registered bonds and other personal documents.
- b)** **£1000** in respect of domestic oil in fixed fuel oil tanks.
- c)** **£1000** in respect of Contents within detached domestic outbuildings and garages.

This Section **COVERS THE CONTENTS** within the Buildings of the Premises specified in the Schedule which are constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, asphalt or any entirely incombustible mineral ingredients **being for the purpose of this Insurance Standard Construction, and elsewhere 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.

## EXCLUSIONS

This Insurance does NOT cover:

The first £100 of each and every claim.

The first £100 of each and every claim.

**a)**  
Loss or damage to property in the open.

**b)**  
The first £100 of each and every claim.

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

**b)**  
The first £100 of each and every claim.

**a)**  
Loss or damage due to wear and tear or gradual deterioration.

**b)**  
Loss or damage caused by gradual emission,

**c)**  
Loss or damage caused by faulty workmanship,

**d)**  
The first £100 of each and every claim.

**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 building as a trespasser, AND

**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 for malicious intent.

**9.**  
SUBSIDENCE, LANDSLIP or HEAVE of the Site upon which the Buildings stand.

**10.**  
FALLING TREES, TELEGRAPH POLES or LAMP-POSTS

**ii)**  
Has gained entry to or exit from such building by forcible and violent means,

**b)**  
The first £100 of each and every claim.

The first £100 of each and every claim.

**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 building as a trespasser; AND

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

**b)**  
The first £100 of each and every claim.

**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.

**f)**  
The first £100 of each and every claim.

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

**b)**  
The first £100 of each and every claim.

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:

**(i)**

Directly caused by ANY OF THE PERILS INSURED 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.

**C)**

COSTS necessarily incurred, by the Insured or any permanent member of his 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.

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 first £100 of each and every claim.

**a)**

Contents outside the United Kingdom.

**b)**

Cash, currency, bank notes, credit cards or negotiable documents, deeds, registered bonds and other personal documents, away from the Premises specified in the Schedule.

**c)**

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

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 insured perils 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 that the Insured incurs the cost of replacement.

**EXCLUSIONS**

This basis of claims settlements shall NOT apply to:

Household linen.

The Insurer 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.

The Insurer shall be entitled at their 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 the Insured shall agree to carry out Insurers 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 of each Premises separately 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 a greater value than the sum insured hereby, the Insured 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 OCCUPIERS(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 the ownership, possession or operation of.

**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

**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.

**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 proved 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:**

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

Defective Premises (Northern Ireland) Order 1975 in connection with the Premises, specified in the Schedule.

**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 the Insured with 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 the Insurance.**

## 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 1 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 You:

- 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**

**1. 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
- (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.

**WHAT IS NOT COVERED UNDER EMPLOYMENT DISPUTES**

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

**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 0117 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**

The Insured 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**

It is a condition precedent to the liability of the Insurer, that the Insured, or an authorised representative of the Insured, shall notify the Insurer in the Student Let Home, specified in the Schedule, ceases to be anything other than a Student Let Home, or if the property regularly left unattended. Upon receipt of this notice the Insurer will amend the terms and conditions of this Insurance.

### **Notice of Works Clause**

It is a condition precedent to the liability of the Insurer that the Insured shall notify the Insurer 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 the Insurer reserves the right to amend the terms and conditions of this Insurance.

### **Cancellation Clause**

This Insurance may be cancelled by or on behalf of the Insurer by 30 (thirty) DAYS NOTICE given in writing to the Insured at their last known address, and the premium shall be adjusted on the basis of the Insurer receiving or retaining a pro-rata premium.

This Insurance may also be cancelled at any time at the request of the Insured in writing to the Broker who effected the Insurance, and the premium hereon shall be adjusted on the basis that the Insurer will retain a handling charge of 50% (fifty percent) of the pro-rata return of premium.

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.

Please note that where the premium is collected by Direct Debit instalments and there is a default in payment, the insurer reserves the right to cancel the policy immediately giving 14 days notice to the insured in writing.

## ● 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.

### **IF YOU NEED TO MAKE A CLAIM**

If you are unfortunate enough to suffer loss or damage you should follow these procedures:

Check that the loss or damage is covered. Your policy booklet and Schedule of Cover shows what is covered and the conditions which might apply.

Obtain a claim form from your broker and return the completed form to your broker. If you have any queries relating to the progress of your claim you should contact the loss adjuster or your broker.

You can arrange for emergency repairs up to **£250** to be carried out on a without admission of liability basis to prevent further damage occurring. Keep these bills as these could form part of your claim if liability is admitted.

When repairs are not immediately necessary you should obtain two estimates for repair or replacement, however do not delay in forwarding your claim form to your broker informing them that you are obtaining estimates. Once your estimate is approved the work can be carried out and you should send the final bill to the Loss Adjuster. We will then settle your claim in accordance with the terms of the Policy.

#### **1)**

The Insured shall give to the Insurer immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this Insurance; of the receipt by the Insured of notice of any claim; and of the institution of any proceedings against the Insured. In the event of loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items, the Police must be immediately notified.

**Failure to notify the Insurer of a claim within 90 days of any occurrence will void the claim, however in respect of Section Three (Property Owners Liability) notification must be within 30 days.**

#### **2)**

The Insured shall not admit liability for nor offer to agree to settle any claim without the written consent of the Insurer, who shall be entitled to take over and conduct in the name of the Insured the defence of any claim, and to 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.

#### **3)**

If the Insured shall make any claims knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.

**4)**

In respect of all Sections this Insurance does not cover:

**a)**

**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 contaminations by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

**ii)**

Radioactive, toxin, 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 contaminations by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

**ii)**

Radioactive, toxin, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**b)**

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.

**c)**

Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**5)**

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings and Contents which form 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.

**Accidental Breakage of Glass in your Home**

You can use the 24 hour emergency service as indicated in the leaflets supplied with your Policy.

**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:

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 to 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 adjustment necessary, through insisting on an evaluation of the damages that were obviously disproportionate, the responsibility of payment would fall upon that party alone.

- **ENDORSEMENTS**

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

**1. Index Linking Clause**

Notwithstanding anything contained herein to the contrary it is understood and agreed that the sums insured in Section One (BUILDINGS) will be adjusted each month in accordance with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured.

**2. 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.

**3. Protection Clause**

It is a condition precedent to the liability of the Insurer that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the Premises are left unattended. Such protection shall not be withdrawn or varied without the Insurer's consent.

**4. Unoccupancy Clause**

**a)**

It is hereby understood and agreed that whilst the property is not normally occupied or is unattended for more than **72 consecutive hours**. 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.

**b)**

If the property is unattended or unoccupied for more than 30 days, then the property must be inspected by either the Insured or the Insured's representative.

**5. Portable Heating Clause**

It is a warranty of this insurance that all heating appliances with naked flames are permanently secured or bracketed to a wall or floor.

**6. Terrorism Exclusion Clause**

It is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by all losses arising from biological, chemical or nuclear substances.

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



3rd floor; 12 Appold Street London EC2A 2AW Telephone: 020 7377 64 65 Fax: 020 7247 45 83  
Ocaso S.A., Compañía de Seguros y Reaseguros. Registered Head Office: Princesa, 23 28008 Madrid, Spain  
[www.ocado.co.uk](http://www.ocado.co.uk)