



# Policy booklet



# Contents

	<b>Page</b>
Your schedule	<b>(Enclosed separately)</b>
Introduction	<b>2</b>
Policy definitions	<b>4</b>
Section 1 – Buildings, property owners' liability and home emergency cover	<b>6</b>
Section 2 – Contents and legal liability to third parties	<b>17</b>
Section 3 – Legal expenses and rent guarantee	<b>23</b>
General exceptions applying to this policy	<b>35</b>
General conditions applying to this policy	<b>37</b>
Endorsements	<b>40</b>
Making a claim	<b>42</b>
Our commitment to your satisfaction	<b>44</b>

## Introduction

Thank you for choosing Legal & General Buy to Let Property Insurance.

Your policy consists of this booklet and your schedule. It is based on the details you have supplied to us. Please keep all these documents in a safe place.

Your schedule shows those sections you have chosen – please check that you have the cover you want. If you do have any queries, or wish to change your cover you should contact Legal & General at the address shown on your schedule.

At the end of this booklet we have included advice if you should need to make a claim and what to do if you feel the quality of our service falls below the level you are entitled to expect.

### Changing circumstances

Please make sure you tell us as soon as reasonably possible if there are any changes to your circumstances which may affect this insurance. For example a change in the use or occupancy of the home or if you have insured legal expenses and rent guarantee, the amount of the monthly rent.

### If you change your mind

If you decide that you do not want this policy, we will refund any premium already paid for the unexpired period of cover, provided that you notify us no later than 14 days after the start date of your cover, or after you receive your policy, whichever is later.

At renewal, if you decide you no longer want this policy after you have paid the renewal premium, we will refund any premium already paid for the unexpired period of cover, provided that you notify us no later than 14 days after the renewal date.

See also general condition 8 in this policy which explains what happens if you decide to cancel the policy more than 14 days after its start or renewal.

### Financial Services Compensation Scheme

You may be entitled to compensation if we cannot meet our obligations due to insolvency. The Financial Services Compensation Scheme (FSCS) may arrange to transfer your policy to another insurer, provide a new policy or, if this is not possible, provide compensation. Until 31 December 2009, the first £2,000 of a valid claim is protected in full. Above this amount, FSCS covers payment to 90% of the value of the claim. There is no upper financial limit on the claim. From 1st January 2010, the FSCS will cover all claims to 90% of their value. The first £2,000 of the claim will no longer be protected in full. There is no upper financial limit on the claim.

You can get more information from the Financial Services Compensation Scheme at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN  
Telephone number: 020 7892 7300, email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk),  
website: [www.fscs.org.uk](http://www.fscs.org.uk).

## The insurance contract

1. The policy booklet, the schedule, any applicable endorsements, appendices and memoranda (that may be issued to **you** at renewal) must be read together as one contract. Any word or expression to which a specific meaning has been given either in the policy definitions or the section definitions bears the same meaning wherever it appears printed in bold type.
2. This policy is for a minimum of 12 months and is an annually renewable contract. In return for having received and accepted **your** first premium, and any further premiums **we** may require, **we** will insure **you** under those sections shown on **your** schedule against loss, damage or liability occurring during the **period of insurance** subject to the terms and conditions of this **policy**.
3. This contract is governed by the law of England and Wales. **We** will communicate in English throughout the course of this contract.

For and on behalf of **Legal & General**.

A handwritten signature in black ink, appearing to read 'P. Graham', with a long horizontal line extending to the right.

PETER GRAHAM  
Managing Director  
Legal & General Insurance Ltd

## Policy definitions

### Accidental breakage

Sudden, unintentional and unexpected, physical breakage that can be seen.

### Accidental damage

Sudden, unintentional and unexpected, physical damage that can be seen.

### Buildings

The **home**, and its fixtures and fittings, permanently installed swimming pools, tennis courts, paved terraces, paths, drives, walls, fences, gates, hedges, service tanks, drains, pipes, permanently connected cables and central heating oil tanks, all sited within the boundaries of the land belonging to the **home**.

**but excluding**

tenants improvements.

### Computer virus

Any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.

### Contents

Household goods, furniture, furnishings, fixtures and fittings owned by **you** or for which **you** are legally responsible in the **home**.

**but excluding**

- i) **High risk property**
- ii) Mechanically propelled or assisted vehicles and conveyances whether licensed for road use or otherwise or parts and accessories on or in any of them
- iii) Caravans, trailers, aircraft, hovercraft, boats or parts and accessories on or in any of them
- iv) Personal belongings and pedal cycles
- v) **Money and credit cards**
- vi) Property belonging to or the responsibility of any **tenant**
- vii) Livestock or pets
- viii) Securities for **money** and documents
- ix) Landlord's fixtures and fittings
- x) Property held or used for business purposes
- xi) Any part of the **buildings**
- xii) Property more specifically insured

### Credit cards

Credit cards, charge cards, cheque cards and cash dispenser cards.

### Electronic equipment

- i) any computer equipment, system or software;
- or
- ii) any product, equipment or machinery containing, connected to or operated by means of a data processor chip.

### **High risk property**

- i) Articles of jewellery, pearls, gemstones, gold, silver or precious metal
- ii) Pictures, works of art and curios
- iii) Stamp or coin collections
- iv) TVs, radios, computers, video cassette recorders and other audio and video equipment
- v) Records, cassettes, discs or tapes
- vi) Clocks, watches, cameras, camera equipment and binoculars.

### **Home**

The private dwelling, garage and domestic outbuildings at the address shown as the property insured on the schedule.

### **Legal & General**

Legal & General Insurance Limited.

### **Money**

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens.

### **Period of insurance**

The period of insurance stated on the policy schedule.

### **Period of unoccupancy**

Any period exceeding 90 consecutive days during which the **home** is not being lived in.

### **Policy**

The policy booklet, the schedule, and any applicable endorsements, appendices and memoranda which may apply.

### **Policyholder**

The person(s) named as policyholder on the policy schedule.

### **Sanitaryware**

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools.

### **Tenant**

#### **Sections 1 and 2**

The person(s) including members of their family permanently residing with them occupying the **home** under a valid tenancy agreement.

### **Us, we or our**

- i) Section 1 Parts 1 and 2, Section 2 and Section 3 - **Legal & General**.
- ii) Section 1 Part 3 - Inter Partner Assistance SA.

### **You or your**

The **policyholder**.

# Section 1 – Buildings, property owners’ liability and home emergency cover

This section only applies if shown on the policy schedule.  
See also the policy definitions on pages 4 and 5 and the general exceptions and conditions on pages 35 to 39.

## Section 1 Part 1 – Buildings

The **buildings** are insured against loss or damage caused by

We will not pay for:

1. Fire, smoke, explosion, lightning or earthquake

---

  2. Riot, civil commotion, strikes or labour disturbances

---

  3. Malicious acts or vandalism
- The first £100 of each and every incident of loss or damage under Part 1 of this section (other than for 5. Subsidence or heave of the site on which the **buildings** stand or landslip and 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.)
  - The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage
  - Loss or damage occurring during a **period of unoccupancy**
  - Loss or damage caused by **you**, **your** domestic employees or any **tenant**
-

The **buildings** are insured against loss or damage caused by:

4. Storm or flood

We will not pay for:

- Loss or damage caused by frost, subsidence, heave or landslip
- Loss or damage to fences, gates and hedges

---

5. Subsidence or heave of the site on which the **buildings** stand or landslip

- The first £1,000 of each and every incident of loss or damage
  - Loss or damage
    - a) to swimming pools, tennis courts, service tanks, central heating oil tanks, terraces, paths, drives, walls, fences, gates and hedges unless the **home** is damaged by the same cause and at the same time
    - b) caused by compaction of infill
    - c) occurring whilst the **buildings** are undergoing demolition, structural alterations or structural repairs
    - d) caused by settlement, shrinkage or expansion
    - e) caused by river or coastal erosion
    - f) arising from defective design, defective materials, or faulty workmanship
    - g) arising from movement of solid floors unless the foundations beneath the exterior walls of the **home** are damaged by the same cause and at the same time
-

The **buildings** are insured against loss or damage caused by:

We will not pay for:

6. Theft or attempted theft

- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage
- Loss or damage occurring during a **period of unoccupancy**
- Loss or damage caused by **you**, **your** domestic employees or any **tenant**

---

7. Escape of water from any washing machine, dishwasher or plumbed-in domestic water or heating installation

- The first £250 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage

---

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal

---

9. Leakage of oil from any fixed oil-fired heating installation

- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage
- Loss or damage occurring during a **period of unoccupancy**

---

10. Falling trees and banches

- Loss or damage to trees and branches

---

11. Falling television and radio receiving aerials, aerial fittings or masts

This section also provides insurance against:

We will not pay for:

12. **Accidental damage** to underground pipes or cables serving the **buildings**

- Damage for which **you** are not legally responsible

13. **Accidental breakage** of  
i) fixed glass including ceramic hobs forming part of the **buildings**

- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage

ii) fixed **sanitaryware** forming part of the **buildings**

- Breakage occurring during a **period of unoccupancy**

14. Frost damage to any washing machine, dishwasher or plumbed in domestic water or heating installation

- Loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of loss or damage

**Paragraph 15 only applies if the policy schedule shows that extended accidental damage to buildings is included**

The **buildings** are insured against:

We will not pay for:

15. **Accidental damage** however caused

- Any amount recoverable from the **tenant**
- The cost of maintenance and routine redecoration
- Damage caused by settlement or shrinkage
- Damage caused by wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions or other gradually operating cause
- Damage caused by chewing, scratching, tearing or fouling by domestic pets
- Damage caused by faulty workmanship, defective design, or the use of defective materials
- Damage occurring during a **period of unoccupancy**
- Any damage specifically excluded elsewhere in this section.

We will also provide cover for:

We will not pay for:

### A. Loss of rent

During the period the **home** is made uninhabitable by any cause insured under this section we will pay for:

- i) loss of rent which ceases to be payable to **you**
  - ii) any ground rent which continues to be payable by **you**
- 

### B. Any purchaser following the sale of the buildings

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this **policy** between exchange of contracts and completion of the sale provided that:

- i) the purchaser completes the purchase; and
  - ii) the **buildings** are not otherwise insured.
- 

### C. Additional costs

If the following costs are incurred with **our** consent in making good the insured loss or damage we will pay for:

- i) architects', surveyors', consulting engineers and legal fees
- ii) the cost of clearing the site and making safe the damaged parts of the **buildings**
- iii) costs incurred solely because of the need to comply with any statutory requirement or local authority by-law
- iv) the cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.

- Fees incurred in the preparation of a claim
  - The cost of stabilising the site
  - The cost of removing trees other than as is necessary to enable repairs to be carried out
  - Costs arising from a notice served prior to the date of the loss or damage.
-

**We will also provide cover for:**

**We will not pay for:**

#### **D. Tracing and accessing leaks**

The insurance provided by paragraphs 7 and 9 of this section also covers the reasonable costs involved in tracing the source of the damage and the replacement or repair of any walls, floors or ceilings in the **home** damaged in the course of these investigations.

---

#### **Inflation protection under part 1**

**This only applies if the policy schedule shows that inflation protection applies to buildings.**

The sum insured is linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. If this index ceases to be published **we** will use a suitable alternative index.

Each month the sum insured is automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

During the period of repairs resulting from loss or damage the sum insured will continue to be index-linked provided **you** ensure that the work is carried out without delay.

#### **Claims settlement under part 1**

If the **buildings** are damaged as a result of any of the causes insured under this **policy**:

1. **We** will pay the cost to **us** of any necessary replacement or repair work carried out provided that immediately prior to the incident giving rise to the damage the **buildings** are in good repair.
2. **We** will either make a deduction for wear and tear from the cost to **us** of any necessary replacement or repair work or at **our** option pay the reduction in market value resulting from the damage where:
  - a) replacement or repair is not carried out; or
  - b) immediately prior to the incident giving rise to the damage the **buildings** are not in good repair.
3. The maximum amount **we** will pay in respect of any one claim:
  - a) is the sum insured recorded on **your** schedule; and
  - b) for Loss of rent is £50,000; and
  - c) for tracing and accessing leaks is £5,000.

The sum insured will not be reduced following payment of a claim provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

## Part 2 – Property owners' liability to third parties

We will indemnify **you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness)
- loss of or damage to material property caused by an accident occurring during the **period of insurance** and incurred by **you**
  - a) as owner of the **buildings**
  - b) in respect of any buildings previously owned by you for residential purposes and incurred by virtue of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 provided that
    - no other policy covers the liability
    - **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If this **policy** is cancelled when **you** sell **your home** the cover provided by paragraph b) above will continue for seven years from the date that cover was cancelled, provided no other policy covers the liability.

We will not pay for liability arising from:

- Death of or bodily injury (including disease and illness) to any person employed by **you**
- Loss of or damage to material property belonging to **you** or under **your** charge or control
- **Your** business or profession except for the letting of the **buildings** or any part thereof for private residential purposes
- Accidents for which **you** may be responsible as occupier of the **buildings**
- The use or possession of lifts or mechanically propelled vehicles (other than domestic gardening implements used within the boundaries of the land belonging to **your home**)
- A contractual obligation.

### Claims settlement under part 2

The maximum amount **we** will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident.

**We** will also pay all legal costs and expenses which **you** have to pay provided they are incurred with **our** written consent.

If **you** die **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured by this **policy**.

## Part 3 – Home emergency cover

**This cover only applies if your schedule shows that section 1 is operative.**

Cover under this part of your policy is insured by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR and claims are managed on their behalf by Homeserve Claims Management Ltd, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK.

---

### Part 3 – Home emergency cover – definitions

#### **Emergency**

A sudden unexpected event involving the **home** which necessitates immediate remedial action to render the **home** safe or secure and avoid initial or further damage.

#### **Insured person(s)**

**You** or the person duly authorised by **you** as the keyholder responsible for the **home**.

#### **Repairer**

**Our** approved tradesman.

**We will pay for:**

Call-out charges, labour and parts or materials for immediate repairs to stabilise and remove the **emergency**.

**We will despatch a repairer** to assess the situation and carry out first aid work arising from:

1. Burst pipes or sudden leakage.
2. Break-in or vandalism compromising the security of the **home**.
3. Storm damage causing ingress of water or likely to cause further loss or damage to the **home** or its **contents**.
4. Impact damage by falling trees or by a vehicle or a plane or aerial debris.
5. Failure of the domestic water mains supply, gas supply, electricity (on the domestic side of the supply authority's main fuse), drains or sewers or domestic hot water heating system at the **home**.
6. Total failure of the central heating at the **home** during cold weather spells, causing any **tenant** unreasonable discomfort or risking frost damage to the **home**.
7. A smashed toilet bowl or cistern or breakage of the cistern internal mechanism which prevents flushing.
8. First-aid repairs if subsidence or heave or landslip causes sudden damage allowing water to enter or compromises the security of the **home** by breaking external windows, doors or their frames.

**We will not pay for:**

- Normal day to day home maintenance
- In connection with the boiler or warm air unit:
  - a) air locks in the central heating piping
  - b) malfunctioning of the central heating wall or room thermostats
  - c) central heating failure to light up after summer shutdown
  - d) failure of the central heating pump
  - e) failure of zone or changeover valves
  - f) any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity
  - g) any boiler or warm air unit more than eight years old
  - h) replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
- The following incidents or circumstances:
  - a) breakage of internal glass or of any basin, bath, bidet or shower base
  - b) failure of any services where the problem is situated outside the boundary of the plot of land on which the **home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible
  - c) the cost of effecting permanent repairs once the immediate **emergency** situation has been resolved, including any redecoration or making good the fabric of the **home**.

### Claims settlement under part 3

The maximum amount **we** will pay for call-out, labour and parts or materials arranged by **us** arising from any one incident is £150 (including VAT).

The maximum amount **we** will pay for call-out, labour and parts or materials not arranged by **us** arising from any one incident is £50 (including VAT).

### General exceptions applying to part 3

**We** will not pay for:

1. Circumstances known to **you** at the time of applying for insurance or at any time prior to the commencement of the **period of insurance**.
2. Damage to the **contents** of the **home**.
3. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this part), except where the insured event is also covered by **Legal & General**.
4. Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
5. Any wilful act of any **insured person**.
6. Any legal liability or indirect loss arising from the provision of, or any delay in providing the services described in this part, unless negligence on the part of Inter Partner Assistance SA can be demonstrated.

---

### General conditions applying to part 3

1. **We** will make every effort to provide the full range of services but remote geographical location or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
2. It is a condition precedent to **us** providing the services detailed in this part that **you** undertake to pay the **repairer** promptly for all work authorised by **you** which is not covered under this part.

### Requesting assistance

First check the circumstances are covered. Having done this, telephone the 24 hour emergency helpline immediately stating your policy number on:

**0845 155 6403**

Calls charges will vary. We may record and monitor calls.

**Major emergencies which may result in serious damage or danger to life or limb should immediately be advised to the public supply authority, or in case of difficulty, to the public emergency services.**

**Suspected gas leaks should always be reported to the local gas company.**

## Section 2 – Contents and legal liability to third parties

This section only applies if shown on the policy schedule.  
See also the policy definitions on pages 4 and 5 and the general exceptions and conditions on pages 35 to 39.

### Section 2 Part 1 – Contents

The **contents** are insured against loss or damage caused by:

We will not pay for:

1. Fire, smoke, explosion, lightning or earthquake

---
2. Riot, civil commotion, strikes or labour disturbances

---
3. Malicious acts or vandalism
  - The first £100 of each and every incident of loss or damage under Part 1 of this section (other than for 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation)
  - The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage
  - Loss or damage occurring during a **period of unoccupancy**
  - Loss or damage caused by **you**, **your** domestic employees or any **tenant**
  - **Computer virus**

---
4. Storm or flood

---

The **contents** are insured against loss or damage caused by:

5. Subsidence or heave of the site on which **your home** stands or landslide

We will not pay for:

- Loss or damage caused by
  - i) compaction of infill
  - ii) settlement, shrinkage or expansion of the **building**
  - iii) river or coastal erosion
- Loss or damage arising from defective design, defective materials or faulty workmanship
- Loss or damage occurring whilst the **home** is undergoing demolition, structural alterations or structural repairs

- 
6. Theft or attempted theft

- Any loss or damage unless force is used to gain entry to the **home**
  - The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage
  - Loss or damage occurring during a **period of unoccupancy**
  - Loss or damage caused by **you**, **your** domestic employees or any **tenant**
-

The **contents** are insured against loss or damage caused by:

7. Escape of water from any washing machine, dishwasher or plumbed-in domestic water or heating installation

We will not pay for:

- The first £250 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage

---

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal

- Loss or damage caused by domestic pets

---

9. Leakage of oil from any fixed oil-fired heating installation

- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 40 consecutive days at the time of the loss or damage
- Loss or damage occurring during a **period of unoccupancy**

---

10. Falling trees and branches

---

11. Falling television and radio receiving aerials, aerial fittings or masts

---

**Paragraph 12 only applies if the policy schedule shows that extended accidental damage to contents is included**

The **contents** are insured against:

12. **Accidental damage** however caused

We will not pay for:

- Any amount recoverable from the **tenant**
- **Computer virus**
- Damage caused by chewing, scratching, tearing or fouling by domestic pets
- Damage caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light, or other gradually operating cause
- Damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown
- Damage occurring during a **period of unoccupancy**
- Any damage specifically excluded in paragraph 1 to 11 of this section.

We also provide cover for:

**Theft of keys**

If **your** keys are stolen **we** will pay for the replacement and installation costs of door locks including keys for any external door of the **home**.

---

## Inflation protection under Part 1

The sum insured is linked to the general Retail Price Index published by the Government's National Statistics office. If this Index ceases to be published **we** will use a suitable alternative index.

Each month the sum insured is automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

## Claims settlement under Part 1

If the **contents** are damaged as a result of any of the causes insured under this **policy**:

1. **We** will at **our** option:
  - a) replace as new; or
  - b) pay the cost to **us** of replacing as new; or
  - c) repair; or
  - d) pay the cost to **us** to repairany item of **contents** (except for household linen more than two years old) provided that the **contents** sum insured at the time of the loss or damage is sufficient to replace all the **contents** of the **home** in an as new condition.
2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if:
  - a) household linen more than two years old is stolen or damaged.
  - b) the **contents** sum insured at the time of loss or damage is not sufficient to replace all the **contents** of the **home** in an as new condition.
3. The maximum amount **we** will pay in respect of any one claim:
  - a) for **contents** is the sum recorded on the policy schedule (subject to inflation protection)
  - b) for **contents** in any garage or domestic outbuilding is 5% of the sum recorded against **contents** on the policy schedule
  - c) for external satellite receiving equipment is 5% of the sum recorded against **contents** on the policy schedule
  - d) for theft of keys is £250.

The sum insured will not be reduced following payment of a claim provided that all damage is made good without delay and any reasonable recommendations **we** make to prevent further loss or damage are carried out without delay.

## Part 2 – Legal liability to third parties

**We will indemnify you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness)
- loss of or damage to material property

incurred by **you** in the course of the letting of the **home** or any part thereof for private residential purposes and caused by an accident occurring during the **period of insurance**.

**We will not pay** for liability arising from:

- Death of or bodily injury (including disease and illness) to any person employed by **you**
- Loss of or damage to material property belonging to **you** or under **your** charge or control
- **Your** business or profession, except for the letting of the **home** or any part thereof for private residential purposes
- Accidents for which **you** may be responsible as owner of the **home** if this is covered by any other insurance
- The use or possession of lifts or mechanically-propelled vehicles (other than domestic gardening implements used within the boundaries of the land belonging to the **home**)
- A contractual obligation

### Claims settlement under part 2

The maximum amount **we** will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident.

**We** will also pay all legal costs and expenses which you have to pay, provided they are incurred with **our** written consent.

If **you** die **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured by this **policy**.

## Section 3 – Legal expenses and rent guarantee

This section only applies if shown on the policy schedule.

### Section 3 – Legal expenses and rent guarantee – definitions

<b>Administrator</b>	DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
<b>Deposit</b>	The sum of money held by <b>you</b> or <b>your</b> agent as security for the performance of the <b>tenant's</b> obligations.
<b>Insured event</b>	An incident or event relating to the rightful occupation or ownership of the <b>home</b> which results in a breach of the <b>tenancy</b> agreement by the <b>tenant</b> and which leads to a claim being made under this section. For the purposes of the sum insured shown on the schedule only one <b>insured event</b> shall be deemed to have arisen from all incidents which are related by cause or by time.
<b>Monthly rent</b>	The amount payable as shown on the schedule.
<b>Offer</b>	An offer or payment into court (part 36 offer) with a view to settling the <b>proceedings</b> .
<b>Proceedings</b>	Civil or arbitration proceedings or appeals arising therefrom.
<b>Professional adviser</b>	The solicitor or accountant or other appropriately qualified person, firm or company appointed under the terms of this section to act for <b>you</b> .

**Professional costs**

In respect of an **insured event**, unrecovered fees, costs and disbursements reasonably, properly and necessarily incurred by the **professional adviser** and the costs (on the standard basis) of any **proceedings** incurred by a third party for which **you** may be made liable by order of a court or by agreement.

**Prospects of success**

**Your** likely success in the **proceedings** decided according to the terms of this section.

**Tenancy**

An assured shorthold tenancy as defined in the Housing Act 1988 and any amending legislation or company lets, where a residential property is let to a company for residential use only.

---

**Claims under this section are managed on our behalf by DAS Legal Expenses Insurance Company Limited.**

## Part 1 – Legal expenses

If during a **period of insurance** an **insured event** occurs, we will provide to **you** indemnity for fees not otherwise recoverable for **professional costs** incurred in the pursuit or defence of civil claims

- Indemnity will not be paid in respect of any claim
  - a) where there are insufficient **prospects of success**
  - b) where the **insured event** had commenced or occurred before this insurance started
  - c) where the **tenancy** commenced before this insurance started and the **insured event** occurs within 90 days of the insurance starting
  - d) where at or prior to the insurance starting in **our** reasonable judgement **you** should have realised that a claim might occur
  - e) where **you** fail promptly to provide evidence or information reasonably required by **us** or the administrator to establish whether support can be provided for **you** under this section
  - f) where **you** or anyone acting on **your** behalf is responsible for anything which in **our** reasonable opinion prejudices either **your** or **our prospects of success** in the prosecution, defence or settlement of the **proceedings**
  - g) where **you** act without **our** consent or contrary to or in a manner different from **our** advice or the advice of the **professional adviser**
  - h) which is notified to the **administrator** more than 31 days after the **insured event**

- i) where the amount in dispute is less than £250
- j) in a dispute or conflict of interest between **you** and **us** or the **administrator**, mortgage lender, **professional adviser** or **your** letting agent
- k) relating to the damage or loss of items not contained in an inventory prepared by **you** or **your** agent and signed by the **tenant** prior to or at the commencement of the **tenancy**
- l) arising from
  - i) subsidence, mining or quarrying activities
  - ii) the compulsory purchase, placing of restrictions or any other action by any government, public or local authority
  - iii) planning law including the town and country planning legislation
  - iv) the construction of or structural alteration to buildings or parts of buildings
  - v) libel, slander or malicious falsehood
- m) for an application for a judicial review or for an appeal unless **we** have given **our** prior written consent to such costs being incurred
- n) falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal

- o) relating to the payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
- p) for damages, interest, fines or other penalties.
- There is no cover for **professional costs** which are:
  - a) incurred in avoidable correspondence
  - b) incurred prior to **our** written confirmation that the claim has been accepted
  - c) in excess of those for which **we** have given **our** prior approval in accordance with the terms and conditions of this section
  - d) recoverable from a court, tribunal or elsewhere
  - e) incurred in respect of any claim where **you** are, or but for the existence of this insurance would be, entitled to indemnity under any other insurance.

## Part 2 – Rent guarantee

- i) Monthly rent will be paid in respect of arrears owed on the **home** for up to 12 months or until vacant possession has been gained, whichever happens soonest, subject to the following:
    - a) such arrears occurring during the **tenancy**
    - b) the **professional adviser** deciding that there are sufficient **prospects of success** to gain vacant possession of the **home** and/or recover unpaid **monthly rent**
    - c) action being taken promptly to gain vacant possession of the **home** and/or recover unpaid **monthly rent**, unless the only reason for not taking action is that the **professional adviser** advises that the expected costs incurred will be more than any money recovered
    - d) **us** having the right at any time under subrogation to pursue **proceedings** against the **tenant**.
  - ii) Vacant possession must be obtained in accordance with i) a) to d) above before the provision of ii) a) below can be executed
    - a) after vacant possession the **monthly rent** will cease to be payable until such time that the **home** is in a suitable condition that it may be the subject of a further **tenancy**. When the **home** is in that suitable condition, then benefit will be paid for a further three months at 50% of the **monthly rent**. However, all benefit will cease upon
- Benefit will not be paid in respect of:
    - i) any claim which would be excluded under part 1 of this section
    - ii) an amount equal to one month's **monthly rent**
    - iii) **monthly rent** once the **home** is re-let
    - iv) periods for which the **home** is not available for re-letting once vacant possession is obtained
    - v) periods for which the **home** is advertised for sale or is the subject of a contract for sale
    - vi) any interest on arrears.

- i) a new **tenancy** commencing within that three month period; or
  - ii) the expiration of the three month period
- b) once vacant possession is obtained if the **home** is to be re-let the **monthly rent** must be set in accordance with the current market rental value appropriate for the **home**
- c) **you** must accept any reasonable offer of **tenancy**.

### Claims settlement under section 3

1. The maximum amount **we** will pay in aggregate for all **professional costs** under part 1 and payments of **monthly rent** under part 2 of this section, in respect of an **insured event**, during a **period of insurance** is the limit shown on the schedule.
2. The maximum amount **we** will pay under Part 2 of this section is 12 months **monthly rent**.
3. Benefit will be paid as stipulated in part 2 i) and part 2 ii) a) of this section at a rate of 1/30th of the **monthly rent** for each continuous day that it is in arrears or that vacant possession benefit is payable. The **monthly rent** will be paid monthly in arrears and will only be paid if the terms and conditions of this section are met.
4. If rent is overdue the **tenant** and guarantor must be contacted within seven days to find out why it has not been paid. If rent remains overdue, within a further seven days the **tenant** and guarantor must be contacted again.
5. Where you become aware of an existing or potential claim under this section you must notify **us** promptly and in any event no more than 31 days after the **insured event** occurs, by telephone on 0370 050 1576. Call charges will vary. Calls may be recorded and monitored. **You** must comply with any advice given as to the future conduct of the dispute.
6. The **administrator** will send **you** a claim form which **you** must complete giving a full and truthful report of the facts of the claim and return to the address on the claim form.
7. **You** must provide documentary evidence as requested by **us** in the event that a claim is made.

## Conditions relating to section 3 only

### 1. Eligibility

For **you** to be eligible for cover:

- i) the **tenant** must be aged at least 18 or over
- ii) the rent charged by **you** under the **tenancy** agreement for the **home** must not be more than £2,000 per month
- iii) **you** or the managing agent acting on **your** behalf must ensure that the following procedures are adhered to. They must:
  - a) not allow a **tenant** into possession of the **home** other than on the basis of an already completed written **tenancy** agreement duly signed by all parties
  - b) ensure that all necessary statutory pre-grant notices are served personally in the correct form on the **tenant** prior to the granting of the **tenancy**
  - c) prior to granting of any **tenancy** obtain a satisfactory credit reference, including verification of employers reference and previous landlords reference, for the **tenant** from a licensed credit referencing agency
  - d) not enter into a **tenancy** agreement where the **tenant** is a student (i.e. a person in full-time education) or in receipt of Housing or other DSS benefits unless a person who complies with condition iii) c) above has agreed to act as guarantor and has been legally assigned to the **tenancy** agreement
  - e) not allow any **tenant** into occupation until the first month's rent as shown in the **tenancy** agreement and dilapidation's deposit payment has been paid in cash or payment has been cleared in **your** or **your** managing agent's bank account
  - f) prepare prior to the granting of the **tenancy** a detailed inventory of the **contents** and condition of the **home**.

### 2. Terms of cover

For cover to continue under this section of the policy **you** or **your** managing agent must:

- i) prepare a detailed schedule of dilapidation as soon as possible after the **tenant** has vacated the **home**  
and
- ii) keep clear up-to-date rental records.

### 3. Prospects of success

If at any time during the claims procedure either **we** or the **professional adviser** consider in **our** professional capacity that **your prospects of success** in the **proceedings** do not warrant continuing with the **proceedings**, or that **your** interests can be better achieved by other means, **we** shall be under no further liability to indemnify **you** in respect of the case.

### 4. Conduct of the proceedings

- i) **We** may make our own investigations into the claim and may, subject to **your** approval (which **you** shall not unreasonably withhold), attempt to reach a settlement of the **proceedings**.
- ii) In any claim where the appointment of a **professional adviser** is appropriate, one will be nominated to act for **you** by **us**.
- iii) **You** may notify **us** of the person or firm whom **you** wish to act as the **professional adviser**. **We** may at **our** absolute discretion accept or refuse such nomination.
- iv) In any claim where proceedings are issued, **you** may nominate a **professional adviser** to act on **your** behalf.
- v) The **professional adviser** must:
  - a) confirm in writing that they will enable **you** to comply with **your** obligations under this insurance
  - b) agree with **us** the rate at which their costs will be calculated. If no agreement is reached the Law Society will be asked to nominate a **professional adviser** and this nomination shall be binding
  - c) promptly inform **us** of their professional opinion as to the **prospects of success** of the **proceedings**
  - d) promptly inform **us** of an estimate of the total costs likely to be incurred in the **proceedings** with details of their charging rates.
- vi) The **professional adviser** must keep **us** fully and promptly informed on the progress of the case, of any change in their opinion of the **prospects of success** and their estimate of costs during the **proceedings**.
- vii) **We** will only meet the **professional costs**:
  - a) which have been agreed in advance by **us** as to both amount and purpose;  
and
  - b) while **prospects of success** in the **proceedings** remain reasonable.
- viii) **We** reserve the right to take over and conduct the **proceedings** in **your** name at any time.

## 5. Withdrawal and discontinuance

If **you** withdraw from or discontinue the **proceedings** without the prior agreement of both the **professional adviser** and **us** then any **professional costs** incurred and third party costs will become the responsibility of and payable by **you**.

## 6. Co-operation

- i) **You** must co-operate with **us** and the **administrator** at all times and reply promptly to any correspondence connected with the claim.
- ii) **You** must give promptly to the **professional adviser** all information requested and meet with them whenever requested.
- iii) **You** or **your professional adviser** must promptly notify **us** should a conflict of interest arise between **you** and **us**.
- iv) **You** must provide all evidence or information the **professional adviser** or **we** require and keep **us** fully and continually informed of all developments relating to the **proceedings**.
- v) **You** must, if **we** so request, instruct the **professional adviser** to submit their bill of costs for assessment by the court or certification by the appropriate body.
- vi) **You** must, whenever reasonably possible, attempt to recover costs from a third party and instruct the **professional adviser** accordingly.
- vii) **You** or the managing agent will attend any court hearing if required to do so by the appointed **professional adviser**.

## 7. Rights to information

- i) **We** shall have direct access to the **professional adviser** at all times.
- ii) **We** shall be entitled to obtain from the **professional adviser** any information relating to the **proceedings**, whether or not privileged, and **you** must, if so requested, immediately give any instructions to the **professional adviser** which may be required for this purpose.
- iii) **You** or the **professional adviser** must notify **us** immediately in writing of any **offer** made. If **we** consider the outcome of the **proceedings** to be equally or less favourable to **you** than the **offer**, **we** shall have no liability in respect of any further **professional costs**.

## **8. Disputes**

Any dispute between **you** and **us** shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

## **9. General**

- i) **We** shall not be bound by any agreement to which **we** are not a party.
- ii) The rights under this section cannot be transferred to anyone other than **you**.

# General exceptions

applying to this policy

We will not pay for:

## 1. Radioactive contamination

Any loss of or damage to property, indirect loss or legal liability directly or indirectly arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component.

## 2. Pollution and contamination

Any loss damage or liability arising from pollution or contamination unless caused by:

- i) a sudden and unforeseen and identifiable accident;  
or
- ii) leakage of oil from a domestic oil installation at the **home**.

## 3. Gradually operating cause

Any loss, damage or liability arising from a gradually operating cause.

## 4. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 5. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

## 6. Existing damage

Any loss, damage, injury or accident occurring before cover commences.

## 7. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

## 8. Wilful acts

Loss or damage caused by **your** own wilful act.

**9. Matching of items**

The costs of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

**10. Loss of value and depreciation**

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

**11. Terrorism**

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, or nuclear pollution or contamination.

**12. Electronic failure**

Any loss of or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **electronic equipment**, whether belonging to **you** or not, to correctly recognise, accept, respond to or process any data or part of a date or any data or instruction.

**13. Indirect Loss or damage**

We will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

**VERY IMPORTANT NOTICE**

**Please note that this policy is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear.**

**It is your responsibility to ensure that the property is maintained in good repair.**

# General conditions

## applying to this policy

### 1. Fraud

**You** must not act in a fraudulent manner.

If any claim made is in any respect fraudulent, or if any fraudulent means or device is used by **you** or anyone acting on **your** behalf to obtain payment under this **policy**, then all benefit under this **policy** will be forfeit and **we** will:

- i) not pay the claim
- ii) not pay any other claim which has or will be made under this **policy**
- iii) cancel cover without any return premium
- iv) be entitled to recover the amount of any claim already paid during the current **period of insurance**
- v) inform the police.

### 2. Compliance with terms

**Our** liability to make payment under the **policy** will be conditional upon the compliance with the terms and conditions of this **policy**.

### 3. Your duty to prevent loss or damage

**You** must maintain the **buildings** in a sound condition and in good repair. **You** must take all reasonable steps to safeguard any **buildings** or **contents** against loss or damage and to prevent accidents. In the event of loss or damage occurring **you** must take all reasonable steps to prevent further loss or damage to **your** property.

### 4. Changes in risk

**You** must tell **us** as soon as reasonably possible of any change in circumstances that may increase the possibility of loss, damage or injury. (Examples of such circumstances are contained on page two of this policy booklet. These examples are an indication and are not exhaustive).

### 5. Your obligations following a claim

In the event of a claim or possible claim under this **policy** **you** must not negotiate, admit liability or make any offer or promise or payment without **our** written consent. Additionally **you** must:

- i) inform the police as soon as is reasonably possible if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts or vandalism.
- ii) notify **us** as soon as reasonably possible giving full particulars of the occurrence
- iii) give **us** written notice as soon as possible (but no later than seven days) after **you** have knowledge of any pending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under this **policy**

- iv) send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable costs
- v) as soon as reasonably possible after the injury, loss or damage deliver a written claim to **us** with such detailed particulars and proofs, certificates or other documents as **we** may reasonably require. In the event of the claim being met under the terms of this **policy we** will refund **your** reasonable costs
- vi) give all such information and assistance as **we** may reasonably require.

## 6. **Our rights following a claim**

In the event of a claim or possible claim under this **policy we** will be entitled at **our** discretion to

- i) repair, reinstate or replace the property lost, damaged or stolen or pay the cost to **us** of repair, reinstatement or replacement. Wherever possible **we** will arrange repair or reinstatement through **our** nominated repairer and replacement networks.
- ii) in an emergency enter the **buildings** where the loss or damage has occurred and for the purpose of safeguarding the insured property against further loss or damage take and keep possession of the property insured and deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- iii) exercise sole control at **our** cost over dealings with any third party claim and associated legal proceedings relevant to it. **We** shall keep **you** informed of all developments.
- iv) pursue in **your** name but for **our** benefit and at **our** cost any claims for damages or indemnity.

## 7. **Other insurance**

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance **we** will be liable only for **our** rateable proportion of such loss, damage or liability.

## 8. **Cancellation**

**We** may cancel this **policy** by sending seven days' written notice to **you** at **your** last address known to **us** and refunding any premium already paid for the unexpired period of cover, subject to **your** rights in respect of any prior accident loss or damage.

**The Policyholder** may cancel this **policy** by giving **us** notice. Provided that **you** have not made a claim during the current **period of insurance**, **we** will refund any premium already paid for the unexpired period of cover.

## 9. Payment by instalment

Where reference is made to the payment of premium such reference includes **your** having agreed to pay under an instalment plan. If **we** have agreed to accept the first premium or any subsequent premium by instalment the **policy** remains an annual contract and if any premium instalment is not received on or before its due date then all unpaid premium instalments and credit charge become immediately due. Should the full premium and credit charge not be paid within 10 days of **our** giving written notice of non-payment the **policy** will be cancelled immediately upon expiry of such notice. Following such cancellation **we** will, unless a claim has already been made during the current **period of insurance**, refund any balance of premium paid after deduction of an appropriate charge for the insurance provided to the date of cancellation.

## 10. What to do to renew this policy

**We** may offer, at **our** discretion, to renew this **policy**. If **we** offer to renew this **policy** **we** will send the **Policyholder** details of any new conditions and the premium for the year ahead. If **you** have already given **your** consent for **us** to collect premiums by direct debit, **we** will continue to take premium payments from the designated account unless instructed otherwise.

**You** must tell **us**

- i) of any changes to the information on which the **policy** is based
- ii) if **you** want to change the payment method
- iii) if **you** do not want to renew this **policy**.

If **we** decide that **we** do not want to renew this **policy** **we** will, prior to the renewal date, send written notice to **you** at **your** last address known to **us**.

## Endorsements

The following endorsements apply only if they are shown on **your** schedule under the heading 'Endorsements Applicable'.

### BJ. £50 excess buildings

We will not pay for the first £50 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and (if applicable) paragraph 15 of part 1 of section 1 of this **policy** in addition to any other amount for which **you** are responsible.

### BK. £50 excess contents

We will not pay for the first £50 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and (if applicable) paragraph 12 of part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

### BP. £100 excess buildings

We will not pay for the first £100 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and (if applicable) paragraph 15 of part 1 of section 1 of this **policy** in addition to any other amount for which **you** are responsible.

### BR. £250 excess buildings

We will not pay for the first £250 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and (if applicable) paragraph 15 of Part 1 of Section 1 of this **policy** in addition to any other amount for which **you** are responsible.

### BS. £250 excess contents

We will not pay for the first £250 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and (if applicable) paragraph 12 of part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

### BT. £150 excess contents

We will not pay for the first £150 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and (if applicable) paragraph 12 of part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

#### **BU. £200 excess buildings**

We will not pay for the first £200 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and (if applicable) paragraph 15 of part 1 of section 1 of this **policy** in addition to any other amount for which **you** are responsible.

#### **BV. £200 excess contents**

We will not pay for the first £200 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and (if applicable) paragraph 12 of part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

#### **BW. £100 excess contents**

We will not pay for the first £100 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and (if applicable) paragraph 12 of part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

#### **BX. £150 excess contents**

We will not pay for the first £150 of each and every incident of loss or damage from any of the causes specified in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and (if applicable) paragraph 15 of part 1 of section 1 of this **policy** in addition to any other amount for which **you** are responsible.

## Making a claim

In the event of accident, loss or damage to the home or property which might give rise to a claim these are the steps you should take.

### Check whether you are covered

- Check your schedule which lists the sections under which you are insured.
- Refer to the appropriate section in your policy booklet. In it you will find details of the property insured and the cover which applies, including details of any exceptions (these are usually shown on the right hand side of the page). Remember under 'claims settlement' are a number of conditions which may affect the amount of any claim settlement. Finally also take account of all general exceptions and conditions.

### To Make your claim

#### **Section 1 (excluding home emergency cover) and section 2**

Contact us as soon as possible (especially if the damage is extensive or is caused by riot).

We believe claiming should be straightforward, so all you need to do is pick up the phone and call 0370 900 5565 and we will manage the crisis for you. Our staff are ready to help you 24 hours a day. Call charges will vary. Calls may be recorded and monitored.

Our postal address is Legal & General Insurance, Centre City House, The Podium, 5 Hill Street, Birmingham, B5 4US. We have a nationwide network of repairers and suppliers, all carefully selected for their expertise and professional reputation, ready to help you.

You don't usually need to fill in a claim form or get estimates. We will keep in touch by telephone to let you know what is happening and we will write to confirm your claim details. Complicated claims, such as those for subsidence, may take longer than usual to complete so we will give you the name of a personal contact who will keep you informed about the progress we have made.

#### **Some notes for your guidance**

- If a burglary occurs you should tell the police as soon as reasonably possible. You should also tell them as soon as possible about any malicious damage or riot damage.
- We may ask an independent loss adjuster to visit you, in which case we will let you know.
- If you are in any doubt as to what you should do, or you need help in making your claim, please telephone us.

**Section 1 (home emergency cover only)**

Telephone the 24 hour emergency helpline provided by Homeserve Claims Management immediately stating your policy number on 0845 155 6403\*

Their address is Homeserve Claims Management Ltd, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ.

Major emergencies which may result in serious damage or danger to life and limb should immediately be advised to the public supply authority, or in the case of difficulty, to the public emergency services. Suspected gas leaks should always be reported to the local gas company.

**Section 3 (legal expenses and rent guarantee)**

Telephone us as soon as possible, and in any event, no later than 31 days after the incident, on 0370 050 1576.\* We will send you a claim form to complete, which you should return to:

DAS Legal Expenses Insurance Company Limited,  
DAS House,  
Quay Side,  
Temple Back,  
Bristol  
BS1 6NH.

\* Call charges will vary. We may record and monitor calls.

## Our complaints procedure

Legal & General is committed to ensuring that you are treated in a well-informed manner, with fairness, with courtesy and with a respect for your insurance needs.

As you would expect, Legal & General's commitment extends to dealing with any possible dissatisfaction you may have in a straightforward, helpful way. We believe the key to customer satisfaction is to provide speedy access to those best placed to resolve issues quickly and efficiently.

### **If you have a complaint**

Please contact:

The Customer Relations Manager,  
Legal & General Insurance Limited,  
Centre City House,  
The Podium,  
5 Hill Street,  
Birmingham,  
B5 4US.

or telephone us on:

0370 900 3110

### **If you have a complaint in relation to home emergency cover (section 1, part 3)**

Please contact HomeServe quoting your policy number or claim number.  
You should address your complaint to:

Customer Relations, HomeServe, Cable Drive,  
Walsall, West Midlands WS2 7BN

or telephone them on:

0845 155 6403

**If you have a complaint in relation to legal expenses and rent guarantee(section 3)**

Please contact DAS quoting your policy number or claim number.  
You should address your complaint to:

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

or telephone them on:  
0370 050 1575

**Financial Ombudsman Service**

If you remain dissatisfied, you can complain to:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone number 0845 080 1800

Email: [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)

Call charges will vary. Calls may be recorded and monitored.

Making a complaint will not affect your rights.

Legal & General Insurance Limited,  
Registered in England No. 00423930.

Registered office: One Coleman Street, London EC2R 5AA.

A member of the Association of British Insurers

Authorised and regulated by the Financial Services Authority  
[www.legalandgeneral.com](http://www.legalandgeneral.com)

BTL PB Y0488 05/09

