



This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy booklet. It is important that you read the policy booklet and schedule carefully when you receive them.

#### **Name of the insurance undertaking**

The Insurer of this policy is Aviva Insurance UK Limited, Registered in England, No. 99122, whose registered address is: 8 Surrey Street, Norwich, NR1 3NG. Authorised and regulated by the Financial Services Authority.

#### **Type of Insurance and Cover**

The Lettings policy is specifically designed to offer home insurance for landlords who are letting their property to tenants. The policy offers Buildings insurance for the landlord, automatically including (free of charge) Contents cover set at 7.5% of the Buildings sum insured. The Contents section does however only cover carpets, curtains, beds, tables, chairs and wardrobes. Legal protection cover can also be included.

#### **Significant and unusual exclusions or limitations relevant to all Sections**

You must comply with conditions of the policy explained in the General Conditions Section of the policy booklet for cover to apply. These include your duty to take reasonable precautions to prevent loss and the actions you must take as soon as you are aware of a possible claim under the policy. See also the General Exclusions Section of the policy booklet for those exclusions that apply to all Sections.

You will have to pay the first part of most claims - this is known as an 'excess'. For most claims the excess is £100 (unless you have selected otherwise) but an excess of £1,000 applies for subsidence, heave and landslip under the Building Section.

Certain cover may be affected if any endorsements/clauses are shown on your policy schedule - e.g. Excluding cover relating to an unsupported wall.

### **Buildings Section - see Buildings section of policy booklet for full details.**

#### **Significant Features and Benefits**

Cover is provided for an extensive list of perils such as fire, storm, flood, theft & accidental damage, as described in the policy booklet.

In addition cover is provided for:

- alternative accommodation following an insured loss
- accidental damage
- the buyer when you are selling your home
- your legal liability as owner of your home

#### **Significant and unusual exclusions or limitations**

- Damage by corrosion, rot, fungi, insects or wild animals.
- Certain losses or damage when your home is unoccupied or unfurnished for more than 60 consecutive days (for example if caused by theft, malicious acts, escape of water or heating oil).
- Certain loss or damage caused by you or your tenants.
- Damage by faulty workmanship, defective design or the use of defective materials.
- Loss or damage to your buildings from any cause not listed in the policy booklet.

### **Contents Section - see Contents section of policy booklet for full details.**

#### **Significant Features and Benefits**

Cover is provided for an extensive list of perils such as fire, storm, flood, theft and covers only carpets, curtains, wardrobes, beds, tables and chairs as described in the policy booklet.

In addition, cover is provided for your liability to domestic employees and in a personal capacity.

**Significant and unusual exclusions or limitations** - see Contents Section of policy booklet for details.

- Certain losses or damage when your home is unoccupied for more than 60 consecutive days (for example if caused by theft, malicious acts, escape of water or heating oil).
- Theft or malicious damage caused by you or your tenants.
- Loss or damage to your contents from any cause not listed in the policy booklet.
- Loss or damage to contents in the open.
- Loss or damage to contents kept in garages or other outbuildings.

### **Legal Expenses Insurance Section**

This is a legal expenses insurance policy which will help you by providing legal advice and assistance if you let out your home and have a legal dispute with your tenants over rent arrears or repossession of the property, or if your property is damaged.

### **Name of the Insurance Undertaking**

The Legal Protection Section of this policy is insured by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

### **Features and benefits**

The insured incidents covered by the policy are described below. In all cases we will negotiate for your legal rights to resolve the problem, either ourselves or through external lawyers who we will appoint to help you.

**Property damage** : Someone causes damage to your property.

Significant Exclusions or Limitations: The extent of the damage must be more than £1,000.

**Repossession** : You wish to get possession of your property from your tenants.

Significant Exclusions or Limitations: Your property must be let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act, Housing (Scotland) Act or The Private Tenancies Order 2006 (Northern Ireland). You must give the tenant the correct notices telling him or her that you want possession of your property.

**Eviction of squatters** : Someone is living in your property without your permission and you wish to evict them.

**Rent Recovery** : You wish to recover rent arrears from your tenants.

Significant Exclusions or Limitations: Registering rents, reviewing rents or any matter to do with rent, rate or land tribunals or a rent assessment committees and rent officers.

**Rent arrears** : (a) We will pay the rent arrears while your tenant or ex-tenant still occupies your property.

(b) If after vacant possession your property needs damage repaired to enable you to re-let it, we will pay 50% of your rent arrears for a maximum of three months or until the property is re-let, whichever happens first.

Significant Exclusions or Limitations : Before the tenancy starts you must have obtained written references from a previous managing agent or landlord or an employer or another financial source, and a credit history check (including County Court Judgments and bankruptcy).

**Legal defence** : Defence of criminal prosecutions relating to the letting of your property and actions for unlawful discrimination.

Significant Exclusions or Limitations: We do not pay court orders.

**Tax protection** : Representing your rights throughout an investigation by HM Revenue & Customs into your self assessment tax return.

Significant Exclusions or Limitations : The tax affairs of a company, or any claim if you are self-employed, a sole trader, or in a business partnership. Where you have failed to supply information to HM Revenue & Customs in relation to rent received.

**Contract disputes** : We will pursue and defend a claim for buying or hiring in of any goods or services in relation to your property.

Significant Exclusions or Limitations : You must enter into the contract during the period of insurance.

The amount in dispute must be more than £100.

Building work or design, where the contract value exceeds £5,000.

Disputes arising from a loan, mortgage, pension, borrowing or investment.

A tenancy agreement.

**Hotel expenses** : We will pay your hotel expenses while you try to get a possession order for your property so you can live in it.

Significant Exclusions or Limitations : Cover is for up to £150 per day for a maximum of 30 days.

**Storage costs** : We will pay to store your household possessions while you are unable to reoccupy your property.

Significant Exclusions or Limitations : Cover is for £10 per day for a maximum of 4 weeks.

**24 Hour Telephone helplines** :

**Eurolaw legal advice** : Advice on personal legal problems within UK and EU law.

**Tax advice** : Personal taxation advice.

**Domestic Assistance** : DAS can arrange to call out a contractor to fix the problem in the event of an emergency affecting the property.

Significant Exclusions or Limitations : The contractors charges are your responsibility.

**Counselling** : DAS qualified counsellors provide support in dealing with worrying problems.

### **Significant and exclusions or limitations applying to the Property Let Legal Expenses section**

It must be more likely than not that you will recover damages or make a successful defence of your claim.

External costs are limited to £50,000.

Costs incurred before DAS agrees to pay them.

A dispute with your tenant within 90 days of taking out cover, if the tenancy started before you took out your policy.

Unless DAS agrees to start legal proceedings or there is a conflict of interest, DAS is free to choose a lawyer to help you.

Territorial limit : The United Kingdom of Great Britain and Northern Ireland.

## **Home Emergency Section**

This is an insurance policy that will pay the call out charge and up to 2 hours labour costs up to £500 (including VAT); and parts and materials up to £100 (including VAT) in providing an emergency service following an Insured Event.

### **Name of the insurance undertaking**

The Home Emergency section of this policy is insured by DAS Legal Expenses Insurance Company Ltd. whose registered Office is DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

### **Features and benefits**

DAS will arrange and pay for emergency assistance in the circumstances described below 24 hours a day 365 days a year; if you need immediate help to prevent damage or further damage to your home, make it safe and secure or alleviate unreasonable discomfort, risk or difficulty to anyone living there.

- Plumbing and drainage: the sudden damage to, or blockage, breakage or flooding of the drains or plumbing system in your home.
- Main heating system: the sudden failure of the main heating system in your home to function.
- Domestic Power supply: the failure of the domestic electricity, or domestic gas supply.
- Toilet damage: your toilet bowl or cistern is damaged by impact or completely fails to function.
- Home security: damage to, or the failure of external doors, windows, or locks which compromises the security of your home.
- Lost keys: the loss of the only available set of keys to your home if you cannot replace them, or gain normal access.

#### **Significant and unusual exclusions or limitations**

The policy does not cover :

- problems with septic tanks, cesspits or fuel tanks
- failure of the mains supply
- failure to buy or provide enough gas, electricity or other fuel sources
- cover does not apply if your home has more than 15 rooms
- incidents that occur within the first 48 hours of taking out cover unless DAS Home
- Emergency cover is taken out at the same time as another agreement (such as your home insurance policy)
- routine home maintenance (such as servicing heating systems) or replacement parts due to gradual wear and tear.
- Cost of redecorating, cosmetic repair, or reinstating your home if it is damaged by contractors to gain access
- if your home is left unoccupied for 30 consecutive days
- Costs incurred before we have been notified of the emergency
- If the emergency is caused deliberately or through your negligence
- Emergencies that arise from incorrect installation or repair of equipment or facilities that arise from a design fault
- For parts or labour if the equipment or facility is under guarantee or warranty
- Emergencies at a residence other than your main home or if you rent or let the property
- If you are not present when our approved contractor arrives to help

We will always try to provide the service but cannot be responsible for any breakdown of the service that is beyond our control.

#### **Duration of Policy**

This is an insurance policy with no fixed term. It continues to be in force until cancelled by either you or by Select & Protect. It is recommended that you review your need for insurance cover periodically, to ensure that it remains adequate.

#### **Cancellation Rights**

You have the right to cancel your policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy booklet, whichever is the later. A full explanation of your cancellation rights can be found in your policy booklet.

#### **How to Claim**

If you have selected Legal Expenses cover, you must give DAS details of any claim as soon as possible and within 90 days of the insured incident happening. You can telephone DAS on 0117 934 0553. We will be able to take details of your claim but we will not be able to tell you whether we can cover your claim. Lines are open 24 hours a day, 365 days a year. Calls may be recorded.

Alternatively you can email [newclaims@das.co.uk](mailto:newclaims@das.co.uk), or write to:

The Claims Department  
DAS Legal Expenses Insurance Company Limited  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
To make a claim you will need to give your policy number or your postcode, plus details of the incident.

#### **Complaints**

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please notify Select & Protect. Select & Protect and the insurance undertaking are covered by the Financial Ombudsman Service for complaints from private individuals, certain small businesses, charities and trusts. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

#### **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of the claim.

End of Policy Summary

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#### **Important Material Facts**

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the acceptance and assessment of this application e.g. intended unoccupancy of the property or any criminal convictions (other than motor offences). If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arise during the period of insurance cover please provide your insurer with details.

A specimen copy of the policy wording is available on request. We recommend you keep a record (including copies of letters) of all information provided to the insurer for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

## Under Insurance (Home Insurance Only)

You must declare the full value of goods or property insured under the home insurance sections that you have selected; failure to do so may invalidate your policy or reduce claims settlements.

## Data Protection

### Data Protection Act Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Select & Protect and the insurance undertaking.

### Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

### Marketing

Select & Protect, the insurance undertaking and its agents may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to the Marketing Team, Select & Protect, 1st Floor, Maitland House, Warrior Square, Southend on Sea, Essex, SS1 2AA.

### Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

### Claims History (Home Insurance only)

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in property insured under the policy.

## Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

## Choice of Law

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

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The policy will be administered by  
Select & Protect, PO Box 5730, Southend on Sea SS1 2ZT  
Select & Protect is authorised and regulated by the Financial Services Authority.