

PrimeLet

Welcome to PrimeLet

This policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by an Insurer or consortium of Insurers, details of which are shown on the policy **Schedule**.

We will pay for any loss, damage, injury, costs or liability described in the policy arising from events happening during any **Period of Insurance** for which **You** have paid, and **We** have accepted the premium.

This Policy wording should be read together with the **Schedule** and any **Endorsements**.

Geo Personal Lines
The Octagon
Middleborough
Colchester
CO1 1TG
Telephone: 0330 123 3561
Email: letproperty@geounderwriting.com



Paul Dilley
Chief Executive Officer
Geo Underwriting Services Ltd
On Behalf of the Insurers

Your policy is arranged by Geo Personal Lines.

Geo Personal Lines is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987. Registered Address: 1 Minster Court, Mincing Lane, London, EC3R 7AA
Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400.

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Complaints Procedure

If at any time **You** have a complaint about the services provided to **You** by Geo Personal Lines, then **You** should contact:

Customer Relations Team
Geo Personal Lines
Quay Point,
Lakeside Boulevard
Doncaster
DN4 5PL
Telephone: 01708 777710
Email: letproperty@geounderwriting.com

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded, and **Your** comments analysed to help improve the service offered. Complaints which **Your** insurer are required to resolve will be passed to them and **You** will be notified if this happens.

If the insurer is a member of Lloyd's, **You** may write to:

Policyholder & Market Assistance,
Market Services
Lloyd's, One Lime Street,
London
EC3M 7HA
Email: complaints@lloyds.com
Tel: 020 7327 5693.

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)
Exchange Tower
London E14 9SR
Tel: 0800 023 4567 (free from landlines) or
Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst Geo Personal Lines and **Your** insurers are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action. Telephone calls may be recorded or monitored. Call costs may vary depending on **Your** service provider.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **Your** complaint if **You** have given Geo Personal Lines or **Your** insurer the opportunity to resolve it.

Financial Services Compensation Scheme

Geo Personal Lines and the insurers of this policy are covered by 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 the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

If **You** have purchased **Your** policy online, **You** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

Making a Claim

(See Sections 1 and 2 for the claims procedures applicable)

To register a claim please phone Geo Personal Lines on 0345 074 4760 between 8.30am and 5.30pm Monday to Friday.

You should ask Geo Personal Lines for a claim form and provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If **You** need to ask any questions during **Your** claim, please call Geo Personal Lines on 0345 074 4760 and **Our** claims advisors will be happy to deal with **Your** enquiry.

Introduction to Your PrimeLet Insurance Policy

Please read this policy booklet together with **Your Schedule**. These set out the cover **You** have chosen, plus any limits that apply. If **You** wish to change anything or if there is anything **You** do not understand, or any statement is incorrect, please let **Us** know. **You** may cancel this policy and for full details of the cancellation clause please refer to the General Conditions section of this wording.

The contract of insurance

This policy is a contract between **You** and **Us**, an Insurer or consortium of Insurers details of which are shown on the policy **Schedule** and is based on the information **You** gave Geo Personal Lines when **You** applied for this insurance. In return for **Your** premium, **We** will provide the cover shown in the **Schedule** during the **Period of Insurance**.

The law that applies to the contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** live.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** live.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge, then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Changes in Your circumstances

You must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell **Us** about are:

- If **You** change **Your** correspondence address;
- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If there is a change in the type of tenant;
- If the **Property** is no longer let;

- If the **Property** is to be left **Unoccupied** for more than 30 consecutive days;
- If the **Property** becomes permanently **Unoccupied** (i.e. not lived in, or intended to be lived in or insufficiently furnished for normal occupation);
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your Property** changes (if **You** have Buildings Insurance with **Us**); If the **Contents** sum insured changes (if **You** have Contents Insurance with **Us**);
- If there are any renovations or building works being carried out, or due to commence, at **Your Property**;
- If the **Property** is not in a good state of repair;
- If there is any flooding to the **Property**, or within 100m of the **Property**;
- If the **Property** is showing signs of potential **Subsidence, Landslip** or **Heave** damage, i.e. cracking;
- If any other houses in the same street have been affected by **Subsidence, Landslip** or **Heave**;
- If **You** have made a claim under any other Home or landlords' policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided.

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in 'General Conditions – 7 – Statutory Cancellation Rights'

What cover is included

The policy is divided into a number of sections and each section tells **You** what **We** will or will not pay for. To find which sections are in force **You** should check **Your Schedule** which is enclosed with the policy. **Your Schedule** also tells **You** how much **You** are insured for.

How much to insure for?

It is **Your** responsibility to make sure that the amount **You** insure for represents the full value of the **Property** concerned.

For **Buildings**, this means the full cost of rebuilding **Your Property** including any outbuildings, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **Contents** this means the full cost of replacing all the property at today's prices (apart from household linen, where **You** may make a deduction for wear and tear and loss in value).

It's important that **You** insure for the full amount as the 'sums insured' are the maximum that **We** will pay in the event of a claim.

Policy Limitations

This policy is subject to certain Conditions and Exclusions as shown on pages 25-28 and limitations contained in the 'What is Not Covered' and 'Settlement of Claims' elements of Sections 1 and 2.

Index Linking

The **Buildings** sums insured in **Your Schedule** will be adjusted monthly and updated each year at the renewal date in line with any increase in the level of the House Rebuilding Cost Index (prepared by the Royal Institute of Chartered Surveyors) or any suitable alternative index **We** choose.

The new sums insured and renewal premium will be shown on **Your** renewal notice. However, **We** will not reduce sums insured if an index value reduces, unless **You** ask **Us** to do so. Index linking the **Buildings** sum insured will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.

Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who Are We?

Geo Underwriting Services Limited (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What Information Do We Collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** the product or service requested.

How Do We Use Your Personal Information?

We will use **Your** personal information to

- assess and provide the products or services that **You** have requested
- communicate with **You**
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact **You** about products that are closely related to those **You** already hold with **Us**
- provide additional assistance or tips about these products or services
- notify **You** of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract).

We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

To ensure confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your Personal Information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **You** provide to **Us**, including information provided via forms **You** may complete on our websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on our websites). Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

When Do We Share Your Information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR). In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested. If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice. **We** may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB). **We** may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How Long Do We Keep Your Information For?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings). **We** will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your Rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**. This may result in the products and services which **We** supply, no longer being available to **You**. Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten. **We** may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with. Further details of **Your** rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

Definitions

Wherever the following words or phrases appear in this Policy, they will be shown in bold and have the following meanings:

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

The United Kingdom, Channel Islands and Isle of Man.

Buildings

The **Property** and its permanent fixture and fittings, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges contained within the boundaries of the **Land**

These must all be at the address shown in the **Schedule**.

Contents

Household goods and furnishings contained in the **Property** that **You** own or are responsible for.

The term **Contents** does not include:

- any permanent fixture and fittings of **Your Property**,
- any part of the structure of **Your Property** including ceilings, wallpaper and the like,
- property held in connection with **Your** trade, profession, business or occupation other than the letting of the **Property** specified in the **Schedule**,
- **Personal Money**,
- **Credit Cards**,
- property insured by any other insurance policy,
- securities (stocks and shares) and documents of any kind,
- any living creature,
- **Motorised Vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these,
- **Valuables**, personal effects and clothing.

Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

Endorsements

Any variation or addition to the terms of the Policy.

Excess

The first part of any claim which **You** must pay.

The **Excess** applies separately to each individual **Property** detailed in the **Schedule**.

Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Land

The **Land** belonging to the **Property**.

Definitions – continued

Landslip

Downward movement of sloping ground.

Motorised Vehicle

Any electrically or mechanically powered vehicle.

Period of Insurance

The period of time the insurance is provided for under this Policy, as set out in the **Schedule**, and any other period the Policy is renewed for.

Property

The house, flat or maisonette and its domestic outbuildings and garages, at the address shown in the **Schedule**.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.

Schedule

This is part of the Policy. It shows **Your** details, details of the **Property** insured, the **Period of Insurance**, and the Sections of the Policy which apply.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Unoccupied

- (a) Insufficiently furnished for normal occupation, or
- (b) Furnished for normal occupation but has not been lived in for more than 30 consecutive days.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art and furs.

We, Our, Us

An Insurer or consortium of Insurers, details of which are shown on the Policy **Schedule** and Geo Personal Lines as administrators of **Your** Policy.

You, Your

The person (or people) named as the policyholder in the **Schedule**.

Section 1 - Buildings

This section applies only if it is shown in the **Schedule**

What is Covered

- A. Loss of or damage to the **Buildings** caused by any of the following:
1. Fire, explosion, lightning, earthquake
 2. Smoke
 3. Riot, civil unrest, strikes, and labour or political disturbances
 4. Malicious acts
 5. Storm or flood
 6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance
 7. Theft or attempted theft
 8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals
 9. Falling trees or branches, lamp posts or telegraph poles
 10. Falling radio and television aerials and dishes, and their fittings and masts

What is Not Covered

The amount of any **Excess** shown in **Your Schedule**.

Any amount over that shown as **Your** sum insured in **Your Schedule**.

2. Loss or damage that happens gradually.
4. Loss or damage caused by persons (other than a tenant) lawfully in the **Property**.
Loss or damage caused while the **Property** is **Unoccupied**.
5. Loss or damage caused by freezing.
Loss or damage to fences, gates and hedges.
6. Loss or damage caused while the **Property** is **Unoccupied**. Damage to the installation or appliance itself.
Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **Property**.
Subsidence, Heave or **Landslip** caused by water escaping from the **Property**.
7. Loss or damage occurring while the **Property** is **Unoccupied**.
Loss or damage contributed to, or caused by **You** or **Your** family or any person (other than a tenant) lawfully in the **Property**.
8. Loss or damage caused by domestic pets.
9. Damage to hedges, gates and fences.
Damage caused by the felling or lopping of trees.
10. Damage to the receiving aerial, fittings or mast itself.

Buildings – continued

What is Covered

11. **Subsidence** or **Heave** of the **Land** that the **Buildings** stand on, or **Landslip**

What is Not Covered

11. Damage to swimming pools, ornamental ponds and fountains, greenhouses, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges, or fixed tanks providing fuel to the **Property** unless the **Property** is damaged by the same cause at the same time.

Loss or damage caused by the foundations settling, shrinking or expanding.

Loss or damage caused by made up ground settling or new structures bedding down.

Loss or damage caused by coastal or river erosion.

Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Property** are damaged by the same cause at the same time.

Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.

Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.

Reduction in market value following repair.

Loss or damage which originated before this Policy came into force.

Buildings – continued

What is Covered

12. Accidental Damage

This extension to cover applies only if it is shown in the **Schedule**.

All other **Accidental Damage** to the **Buildings**.

What is Not Covered

12. Maintenance and normal redecoration costs. Damage caused while the **Property** is **Unoccupied**. Damage which is specifically excluded elsewhere in Section 1.

Damage caused by:

- Wear and tear, settlement, shrinkage, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
- faulty materials, design or workmanship;
- chewing, scratching, tearing or fouling by domestic pets;
- Building renovations, alterations, extensions or repairs.

Additional Cover under this section

What is Covered

- B. Damage to plumbing installations by freezing**
Damage to interior fixed domestic heating or water installations caused by freezing.
- C. Fixed glass and sanitary fittings**
The accidental breaking of fixed glass, ceramic hobs and sanitary fittings, which form part of the **Buildings** (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).
- D. Damage to underground services**
Accidental breakage of drains and pipes and **Accidental Damage** to cables and underground tanks which are used to provide services to or from the **Buildings**.
- E. Additional Costs**
If **We** accept a claim under Section 1A **We** will also pay for the following:
- (a) Architects and Surveyors' fees necessary for restoring the **Buildings**.
The amounts **We** pay for these fees must not be higher than that authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and The Law Society
- (b) The necessary cost of removing debris and demolishing or supporting the damaged part of the **Buildings**, which **We** have agreed to pay.
- (c) The cost of meeting Building regulations or municipal or local authority by-laws.

What is Not Covered

The amount of any **Excess** shown in **Your Schedule**.

- B. Loss or damage occurring while the Property is Unoccupied.**
- C. Damage caused when the Property is Unoccupied.**
- D. Damage caused whilst clearing or attempting to clear a blockage.**
Damage due to a fault or limit of design, manufacture, construction or installation.
Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.
- E.**

Fees charged for preparing any claim under this Policy.

Any cost **You** are legally responsible for paying because of a notice served on **You** before the date of the loss or damage.

Additional Cover under this section – continued

What is Covered

F. Loss of Rent and the cost of Alternative Accommodation

If the **Property** is damaged by any cause listed under Section 1A and, as a result, it cannot be lived in, **We** will pay:

- (a) for **Your** loss of rent; or
- (b) any reasonable extra accommodation expenses; until the **Property** is ready to be lived in.

G. Contracting Purchaser

If **You** enter into a contract to sell any **Property** insured by this Policy, and the **Building** is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.

H. Replacement Buildings

If **You** buy a new **Property**, **Your** existing **Buildings** will be insured free of charge until the date of completion or for 3 months, whichever is the earlier. This extension will operate from the time **We** agree to insure the **Buildings** of **Your** new **Property**.

I. Emergency Access

Damage to the **Property** caused by forced access to deal with a medical emergency or to prevent damage to the **Property**.

What is Not Covered

F. **We** will not pay more than 20% of the **Buildings** sum insured, for any one incident.

I. **We** will not pay more than £1,000 for any one incident.

Additional Cover under this section – continued

What is Covered

J. Tracing and Access of Leaks

If the **Buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **Property**, **We** will pay the reasonable cost of removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak and making good.

K. Property Owners Liability

Your legal liability as owner of the **Buildings** to pay damages and claimants' costs and expenses for:

- accidental death,
- bodily injury,
- illness or disease; or
- accidental loss of or damage to **Property**; happening during the **Period of Insurance** and arising:

(a) from **You** owning the **Buildings** or

(b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for any **Property You** own and occupy or lease and occupy.

If the **Buildings** section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any **Property** insured by this section before the Policy was cancelled or ended.

We will also pay all **Your** costs and expenses that **We** have already agreed to in writing.

What is Not Covered

J. **We** will not pay more than £1,000 for any one incident

K. Liability arising from:

accidental death, bodily injury, illness or disease to **You** or **Your** family;

loss of or damage to **Property** which **You** or **Your** family own or are responsible for;

any trade, business or profession of **You** or **Your** family other than the letting of the **Buildings**;

the ownership or use of any **Motorised Vehicle**;

any agreement or contract unless liability would have applied anyway;

the passing on of any contagious disease or virus.

under (b), if it is covered by any other insurance.

We will not pay more than £2,000,000 for any one incident (other than accidental death, bodily injury, illness or disease to any domestic employee where the amount is £10,000,000).

Settlement of Claims

Sum Insured Condition

It is up to **You** to make sure that the amount **You** insure for represents the full value of the **Property** concerned. For **Buildings**, this means the full cost of rebuilding **Your Property** including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, Architects and Surveyors' fees and complying with the requirements of local authorities.

If the sum insured is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

Settling Buildings claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace **Property**, payment will be limited to the cost of replacement by **Our** preferred supplier.

What We will pay

The most **We** will pay under paragraphs A-E, G, H and L for loss or damage arising out of one incident is the **Buildings** sum insured shown in the **Schedule**.

We will not pay for any reduction in the market value of the **Property** after the damaged parts of the **Property** have been replaced, reinstated or repaired.

We will not reduce the sum (or sums) Insured by the amount paid under any claim.

Matching sets and suites

We will pay **You** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged **We** will replace or repair the damaged cupboard only, not the whole kitchen. If the damaged parts cannot be matched or replaced **We** will pay up to 50% towards the replacement of the undamaged parts.

Section 2 - Contents

This section applies only if it is shown in the **Schedule**

What is Covered

A. Loss of or damage to the **Contents** in the **Property** caused by any of the following:

1. Fire, explosion, lightning, earthquake
2. Smoke
3. Riot, civil unrest, strikes, and labour or political disturbances
4. Malicious acts

5. Storm or flood
6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance.

7. Theft or attempted theft

8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling radio and television aerials and dishes, and their fittings and masts.

What is Not Covered

The amount of any **Excess** shown in **Your Schedule**.

Any amount over that shown as **Your** sum insured in **Your Schedule**.

2. Loss or damage that happens gradually.

4. Loss or damage caused by persons (other than a tenant) lawfully in the **Property**.
Loss or damage caused while the **Property** is **Unoccupied**.

6. Loss or damage caused while the **Property** is **Unoccupied**.
Damage to the installation or appliance itself.

7. Loss or damage occurring while the **Property** is **Unoccupied**.
Loss or damage contributed to or caused by **You** or **Your** family or any person other than the tenant lawfully in the **Property**.
Loss by deception unless deception is only used to gain entry to the **Property**.
Loss or damage occurring where the **Building** is a self-contained flat and the theft or attempted theft is from any part of the building that other people have access to.
We will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).

8. Loss or damage caused by domestic pets.

10. Damage to the receiving aerial, fittings or mast itself.

Contents – continued

What is Covered

11. **Subsidence** or **Heave** of the **Land** that the **Buildings** stand on, or **Landslip**.

12. **Accidental Damage**

This extension to cover applies only if it is shown in the **Schedule**.

All other **Accidental Damage** to the **Contents** while in the **Property**.

What is Not Covered

11. Loss or damage caused by the foundations settling, shrinking or expanding.
Loss or damage caused by made up ground settling or new structures bedding down.
Loss or damage caused by coastal or river erosion.
Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Property** are damaged by the same cause at the same time.
Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.
Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.
12. Damage caused while the **Property** is **Unoccupied**. Damage which is specifically excluded elsewhere in Section 2. Damage to food in freezers, clothing, sports equipment, contact lenses, stamps and pedal cycles.
Loss in value.
Indirect loss.
Damage caused by:
 - wear and tear, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
 - chewing, scratching, tearing or fouling by domestic animals;
 - any process of dyeing, cleaning, alteration, washing, repairing, renovation or restoration.
 - electrical or mechanical breakdown.
 - damage to glass, china or porcelain for any amount in excess of £500.

Additional Cover under this section

What is Covered

- B. Glass and Mirrors Accidental Damage:** to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the **Property**.
- C. Accidental Damage to audio, video and computer equipment to:**
- (a) radios, televisions, video players and recorders, home computers, recording and audio equipment in the **Property**; or
 - (b) receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to the **Property**.
- D. Household Removals**
Loss of or damage to **Contents** while being moved by professional furniture removers from the **Property** to another address (including temporary storage in a furniture depository for up to 7 consecutive days) in the **British Isles**.
- E. Loss of Rent and the cost of Alternative Accommodation**
If the house or flat is damaged by any cause listed under Section 2A and, as a result, it cannot be lived in, **We** will pay:
- (a) for **Your** loss of rent; or
 - (b) any reasonable extra accommodation expenses; until the **Property** is ready to be lived in.

What is Not Covered

The amount of any **Excess** shown in **Your Schedule**.

- B. Damage caused while the Property is Unoccupied.**
- C. Damage caused while the Property is Unoccupied.**
- Electrical or mechanical breakdown.
Computers or computer equipment designed to be portable.
Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records.
Loss in value.
- Damage caused by:
- chewing, scratching, tearing or fouling by domestic animals
 - wear and tear
 - the process of cleaning, washing, repairing or restoring any item
 - failure to use in line with the manufacturer's instructions; or
 - anything that happens gradually.
- D. Loss or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.**
- Loss or damage caused by scratching, denting or bruising.
Loss or damage insured under another policy.
- E. We will not pay more than 20% of the Contents sum insured for any one incident**

Additional Cover under this section – continued

What is Covered

F. Replacement Locks

Following the accidental loss or theft of keys, **We** will pay for the cost of replacement locks, lock mechanisms, keys, and key switches to:

- (a) external doors and windows of the **Property**; or
- (b) intruder alarm systems or domestic safes fitted in the **Property**;

G. Fuel and metered water

We will cover the accidental loss of domestic heating fuel or metered water for which **You** are responsible.

H. Contents in the open

We will cover loss of or damage to **Contents** by any of the causes listed under Section 2A happening in the open on **Land** belonging to the **Property**.

I. Emergency access

We will pay for damage to **Contents** following necessary access to the **Property** to deal with a medical emergency or to prevent damage to the **Property**.

What is Not Covered

F. **We** will not pay more than £500 for any one incident.

G. Loss or damage caused while the **Property** is **Unoccupied**.

We will not pay more than £1,000 for any one incident.

H. Loss or damage caused while the **Property** is **Unoccupied**.

Loss of or damage to pedal cycles.

We will not pay more than £250 for any one incident.

I. **We** will not pay more than £1,000 for any one incident.

Settlement of Claims

Sum Insured Condition

It is up to **You** to make sure that the amount **You** insure for represents the full value of the **Property** concerned. For **Contents** this means the full cost of replacing all the property as new.

If the sum insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

Settling Contents claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

A deduction for wear and tear will apply for:

- household linen; and
- property that does not belong to **You**, unless **You** are legally responsible for the cost of replacement as new under the terms of an agreement.

What We will pay - Contents claims

The most **We** will pay under paragraphs A to D for loss or damage arising out of one incident is the **Contents** sum insured shown in the **Schedule**.

We will not reduce the sum (or sums) insured by the amount paid under any claim.

Matching sets and suites

We will pay **You** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged **We** will replace or repair the damaged cupboard only, not the whole kitchen. If the damaged parts cannot be matched or replaced **We** will pay up to 50% towards the replacement of the undamaged parts.

General Conditions

These conditions apply to all sections of the Policy.

1. Your duty to prevent loss or damage

- (a) **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- (b) All **Property** insured by this Policy must be maintained in good condition.

2. Your Policy

Your Policy includes:

- **Your Schedule**;
- the relevant sections of this booklet;
- any extra Policy sections shown in **Your Schedule**; and
- any **Endorsements** which apply to **Your** cover.

3. Claims

Your duties:

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this Policy, **You**

must:

- (a) tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- (b) contact Geo Personal Lines as soon as reasonably possible and provide all the information and help **We** need;
- (c) do all **You** reasonably can to get back any lost or stolen property and tell Geo Personal Lines without unnecessary delay if any property is then returned to **You**;
- (d) send Geo Personal Lines all correspondence, legal documents or any other document unanswered; and
- (e) avoid discussing liability with anyone else without **Our** permission.

Proof of value and ownership

To help **You** prove any loss, **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Our rights

- (a) **We** may:
 - take over and defend or settle any claim in **Your** name; or
 - prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- (b) **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.

General Conditions – continued

Limit

For any claim or series of claims involving legal liability covered by this Policy, **We** may pay:

- (a) up to the limit shown in the Policy (less any amounts already paid as compensation), or
- (b) any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

4. Fraud

If **You** or anyone acting on **Your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which **You** or anyone acting on **Your** behalf deliberately caused.

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **You** any sums that **We** have already paid in respect of the claim.

We will also notify **You** if **We** will be treating the Policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **You** will:

- have no cover under the Policy from the date of the termination; and
- not be entitled to any refund of premium.

5. Other insurance

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

6. Monthly premiums

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 7 – “*Statutory Cancellation Rights, Cancellation outside the Statutory Period*” of this Policy. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current **Period of Insurance** the full annual premium will be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

7. Statutory Cancellation Rights.

You have the right to cancel **Your** Policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your** Policy documentation. If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the Policy.

General Conditions – continued

If **You** have incurred eligible claims during the period **You** have been on cover with **Us**, no refund of premium will be given.

Cancellation outside the Statutory Period

Should **You** cancel the Policy after the 14 days and providing **You** have not incurred eligible claims during the period **You** have been on cover with **Us**, **You** will be entitled to a refund of premium. **We** will work out the premium for the period **We** have been insuring **You**, based on proportionate rates, and refund any balance. However, **We** will charge **You** at least two months' premium.

If **You** have incurred eligible claims during the period **You** have been on cover with **Us**, no refund of premium will be given.

We may cancel **Your** Policy at any time where there are valid reasons to do so, this includes (but not limited to):

- (a) non-payment of **Your** premium;
- (b) **Your** failure to meet the terms and conditions of this Policy;
- (c) failure to send **Us** information or documentation that affects **Our** ability to process a claim or defend **Our** interests;
- (d) failure to exercise **Your** duty of care regarding **Your Property**;
- (e) suspected fraud or misrepresentation;
- (f) changes to **Your** details or circumstances that **We** do not cover under this Policy;
- (g) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or supplier.

We will provide **You** with 14 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the aforementioned guidelines, except in the case of fraud (see General Condition 4. Fraud).

8. Your duty to keep to the conditions of this Policy.

To be covered by this insurance, **You** must keep to the terms and conditions of this policy.

9. Arbitration

If **We** have accepted **Your** claim but disagree with the amount **We** should pay, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

10. Governing Law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** live.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** live.

General Exclusions

This policy does not cover any loss, damage, liability or injury directly or indirectly caused by or contributed to or arising from:

1. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event: war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

- (a) in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987: loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:
 - (i) any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of terrorism;
 - (ii) any action taken in controlling, preventing or suppressing any act of terrorism, or in any other way related to such act of terrorism.

In respect of (a) above an act of terrorism (terrorism) means: -

acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- (b) in respect of territories other than those stated in a. above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:
 - (i) any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of terrorism;
 - (ii) any action taken in controlling, preventing or suppressing any act of terrorism, or in any way related to such act of terrorism.

3. Radioactivity

Loss, damage or liability which involves:

- (a) ionising, radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- (b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

4. Sonic bangs

Loss of or damage to **Property** caused by pressure waves from aircraft travelling at or above the speed of sound.

5. Loss in Value

Loss in value of any **Property** following its repair or replacement.

General Exclusions – continued

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- (a) a sudden and unexpected accident which can be identified; or
- (b) oil leaking from a domestic oil installation at the **Property**.

7. Date Change

Any loss, damage or liability arising from any computer hardware or software or other electrical equipment not being able to recognise or process a date as a true calendar date.

8. Illegal Activities Exclusion

It is hereby noted and agreed that **We** will not pay for any loss or damage caused as a result of the **Property** being used for illegal activities.

Endorsements

Your Schedule tells You which Endorsements apply.

The following Endorsements relate to aspects which are fundamental to this policy. You must comply with the conditions in every respect and at all times. If You do not comply a claim payment may not be made in the event of loss or damage to Your Property.

1. Restricted Theft

Section 2 – Contents A 7 excludes loss or damage unless the theft involves forcible entry to or exit from the Property.

Inventory Clause

It is a condition of **Section 2 – Contents** that You keep an up to date inventory of the Contents in the Property and its state of repair.

Change of Tenancy

It is a condition of this policy that You notify Geo Personal Lines if tenancy changes from professional let to DSS or student let or vice-versa, or Property becomes professionally managed, as soon as is reasonably possible.

2. Malicious Damage Exclusion

Section 1 – Building A 4 and **Section 2 – Contents A 4** excludes loss or damage by persons to whom the Property has been lent, licensed, let or sub-let.

3. Minimum Security Warranty

It is a condition of Your policy that the following minimum security must be in effect for theft cover to be operative:

- (a) Main entrance/exit door is secured by a five-lever mortice deadlock or good quality deadlocking cylinder lock (not a night latch).
- (b) Patio sliding doors each secured by a key operated multi-point locking system or key operated locking device at the top and bottom of the opening door in addition to the manufacturer's lock.
- (c) Other doors are secured by mortice rack bolts or other similar locks near the top and bottom of each door.
- (d) Key operated window locks fitted to all ground floor and accessible windows.

geo/PERSONAL LINES

Geo Personal Lines is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.
Registered Address: 1 Minster Court, Mincing Lane, London, EC3R 7AA. Authorised and regulated by the
Financial Conduct Authority. FCA Register Number 308400

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PROPERTY LET

LEGAL PROTECTION

POLICY WORDING

STANDARD + TAX PROTECTION

ARRANGED BY GEO PERSONAL LINES,
A TRADING NAME OF GEO UNDERWRITING SERVICES LIMITED,
UNDERWRITTEN BY DAS LEGAL EXPENSES INSURANCE COMPANY LIMITED.

geo/
PERSONAL LINES



FIRST FOR JUSTICE



HELPLINE SERVICES

We 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 **us** check and improve **our** service standards, **we** record all calls, except those to the counselling service. When phoning, please tell **us your** policy number or the name of the insurance broker who sold **you** this policy. Please do not phone **us** to report a general insurance claim.

To get help from DAS, phone **us** on **0117 934 2155**.

EUROLAW LEGAL ADVICE

We 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. **We** may send information to legal advisers in these countries.

TAX ADVICE

We will give **you** confidential advice over the phone on personal tax matters.

DOMESTIC ASSISTANCE

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

COUNSELLING

We will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline, phone **us** on **0117 934 2121**.

We will not accept responsibility if the Helpline Services fail for reasons **we** cannot control. By using these services **you** are agreeing to **us** recording **your** call.

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WELCOME TO PROPERTY LET LEGAL PROTECTION

As a DAS policyholder, **you** are now protected by Europe's leading legal expenses insurer. DAS Legal Expenses Insurance Company Limited ("DAS") is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited 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 adviser.

HOW WE CAN HELP

To make a claim under **your** policy, please phone **us** on **0117 934 2155**. **We** 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, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** 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 **us** at newclaims@das.co.uk

WHEN WE CANNOT HELP

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

PROBLEMS

We will always give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **DAS** Head Office address shown on page 3.

Or **you** can phone **us** on **0844 893 9013** or email **us** at customerrelations@das.co.uk

Details of **our** 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: **South Quay Plaza | 183 Marsh Wall | London | E14 9SR**. **You** can also contact them on **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones).

Website: 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

Website: www.legalombudsman.org.uk

(Using this service does not affect **your** right to take legal action.)

Geo Personal Lines

The Octagon | Middleborough | Colchester | Essex | CO1 1TG

Geo Personal Lines is a trading name of Geo Underwriting Services Limited

DAS Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited

| DAS House | Quay Side | Temple Back | Bristol | BS1 6NH.

Registered in England and Wales No.103274 | Website: www.das.co.uk

DAS Law Head and Registered Office is:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL.

Registered in England and Wales | number 5417859 | Website: www.daslaw.co.uk

Geo Personal Lines is a trading name of Geo Underwriting Services Limited,

Registered in England No. 4070987.

Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN

Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400

DAS Legal Expenses Insurance Company Limited and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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.

Geo Underwriting Services Limited is authorised by the Financial Conduct Authority.

DAS is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent on the type of business and circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website: www.fscs.org.uk

THE MEANING OF WORDS IN THIS POLICY

Appointed lawyer	The lawyer, or other suitably qualified person, whom we appoint to act for you in accordance with the terms of this policy.
Aspect enquiry	An examination by HM Revenue & Customs which considers one or more specific aspects of your self assessment and/or corporation tax return.
Costs and expenses	<ul style="list-style-type: none">(a) Accountant's costs A reasonable amount in respect of all costs reasonably incurred by the suitably qualified person.(b) Legal costs All reasonable and necessary costs charged by the appointed lawyer on a standard basis.(c) Opponents' costs The costs incurred by opponents in civil cases if you have to pay them, or pay them with our agreement.
Date of occurrence	<ul style="list-style-type: none">(a) For civil cases (except under INSURED INCIDENT 6 TAX PROTECTION) 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.(c) For full enquiries The date of occurrence is when HM Revenue & Customs first notifies you in writing of their intention to make an enquiry.(d) For tax intervention enquiries The date of occurrence is when HM Revenue & Customs first contacts you in relation to commencing an intervention enquiry into their business accounts.(e) For value added tax disputes The date of occurrence is when the relevant authority sends an assessment or written decision to you.
Full enquiry	An extensive examination by HM Revenue & Customs which considers all aspects of your self-assessment tax return, but not enquiries which are limited to one or more specific aspects of your self-assessment tax return.
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 property.
Period of insurance	The period for which we have agreed to cover you .

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 property.
Tax intervention enquiry	An examination by HM Revenue & Customs to measure the level of compliance in your financial accounting records to highlight areas where errors have or may occur..
Territorial limit	The United Kingdom of Great Britain and Northern Ireland.
We, us, our	DAS Legal Expenses Insurance Company Limited.
You, your	The person, business or property owner who has taken out this policy.
Your property	The property you have told us about.

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 **we** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to).

WHAT WE WILL PAY

For an **INSURED INCIDENT** under this policy **we** will pay **your**:

- **accountant's costs** under **INSURED INCIDENT 6 TAX PROTECTION**;
- **hotel expenses**;
- **legal costs**, including **legal costs** to make or defend an appeal provided that:
 - (a) **you** tell **us** within the time limits allowed that **you** want **us** to appeal; and
 - (b) **we** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**;
- **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 WE WILL COVER

1 REPOSSESSION

We will negotiate for the following:

(a) England, Wales and Scotland

Your legal rights in trying to get possession of **your property** that **you** have let under:

- an assured shorthold tenancy;
- a short assured tenancy; or
- an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** to a limited company or partnership and **your property** has been let for people to live in.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** and **you** live in **your property** as the landlord.

(b) Northern Ireland

Your legal rights in trying to get possession of **your property** that **you** have let to which The Private Tenancies Order 2006 applies.

Conditions

- (i) For both (a) and (b) **you** must give the tenant the correct notices telling him or her that **you** want possession of **your property**.
- (ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

What is not covered under 1 REPOSSESSION

Any claim to repossess **your property** because **your** tenant has behaved anti-socially.

2 PROPERTY DAMAGE

We will negotiate for **your** legal rights after an event which causes physical damage to **your property**.

The amount in dispute must be more than £1,000.

3 EVICTION OF SQUATTERS

We will negotiate for **your** civil legal rights to evict anyone who is not **your** tenant or ex-tenant from **your** property and who has not got **your** permission to be there.

4 RENT RECOVERY

We will negotiate for **your** legal rights to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Conditions:

- (i) If **you** accept payment (or part payment) of **rent arrears** from the tenant of **your property**, **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 policy.
- (ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed lawyer** before accepting payment of **rent arrears**.

5 LEGAL DEFENCE

We will:

- (a) defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
- (b) defend an appeal against **your** decision not to adapt **your property** 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 **5(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).*

6 TAX PROTECTION

(a) Full or Aspect Enquiries

We will negotiate on **your** behalf in respect of a **full enquiry** and/or **aspect enquiry** and represent **you** in any subsequent appeal proceedings.

(b) Tax Intervention Enquiries

We will negotiate on **your** behalf and represent **you** in any dealings with HM Revenue & Customs in respect of a tax intervention enquiry.

(c) VAT Disputes

We will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

WHAT YOU ARE NOT COVERED FOR

- 1 Any claim reported to **us** 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 property** 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 property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** 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 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 A dispute with **us** not otherwise dealt with under Condition 7.

- 12 Any legal action **you** take which **we** or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.
- 13 Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

- 14 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.
- 15 Any disagreement with any person other than **your** tenant or someone in **your property** without **your** permission to be there if **your property** is part of a building which contains 5 or more apartments or flats.
- 16 Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to **your property** caused by any of the above.
- 17 Any claim relating to the settlement payable under an insurance policy.
- 18 Any claim where **you** are not represented by a law firm, barrister or tax expert.

CONDITIONS

- 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 **we** ask for, in writing;
 - (e) give **us** full and truthful details of any claim as soon as possible and give **us** any information **we** need.

- 2
 - (a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
 - (b) **You** are free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** 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, **we** are free to choose an **appointed lawyer**.
 - (d) The **appointed lawyer** will be appointed by **us** to represent **you** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **appointed lawyer** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed lawyer**.
 - (f) **You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
 - (g) **You** must give the **appointed lawyer** any instructions that **we** ask for.

- 3
 - (a) **You** must tell **us** 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) **We** 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 **we** 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 **we** agree to appoint another **appointed lawyer**.

- 6 If **you** settle a claim or withdraw it without **our** 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 **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.
- 8 **You** can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 10 This policy will be governed by English law.



Paul Asplin
Chief Executive Officer

