

ocaso

UNOCCUPIED

HOME INSURANCE

POLICY

General Conditions

Mod. 2394-A



## **GENERAL CONDITIONS**

Authorised in Spain by the General Directorate of Insurance and Pensions and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of our regulation by the Financial Conduct Authority are available from us on request

# OCCASO

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**Ocaso General Conditions**

We will provide insurance against loss, damage or injury which may occur during the Period of Insurance in accordance with the Sections specified in the Schedule subject to the exclusions, conditions and endorsements of the General Conditions.

We have discretion following a claim to make payment in money or effect necessary repair, replacement or reinstatement.

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

Please read the General Conditions, Schedule and any endorsements to ensure that they have been prepared in accordance with the cover you have selected. If they are not correct, or do not meet your wishes, please return them immediately to your Broker or Agent or alternatively you can contact us.

**How to make a claim**

If you suffer loss or damage and you have to make a claim please refer to the General Conditions of this policy, or alternatively contact Ocaso S.A. UK Branch, 3rd Floor, 110 Middlesex St., London E1 7HY, Tel. No. (020) 7377 64 65. If you are in any doubt or require assistance contact your Broker or Agent immediately.

Under no circumstances should repairs to the buildings or replacements of contents be carried out, without the prior approval of Ocaso S.A., UK Branch.

## DEFINITIONS

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

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

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

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

OCASO S.A., Seguros and Reaseguros, Incorporated in Spain and a member of the Association of British Insurers. Authorised in Spain by the General Directorate of Insurance and Pensions and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.

### **Buildings/House/Home**

The private dwelling including garages and outbuildings all used solely for domestic purposes, permanent fixtures and fittings, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences and gates, all within the boundaries of the land belonging to the private dwelling at the address stated in the schedule.

### **Contents**

Household goods, furniture and furnishings belonging to the Insured excluding valuables (e.g. jewellery, gold, silver, works of art and paintings) and personal effects.

### **Furnished For Normal Habitation**

A property furnished for normal habitation must have sufficient furniture and furnishings for normal living purposes including carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.

### **Unoccupied Home**

The dwelling not lived in by **you** or by a person authorised by **you**.

## **LAW APPLICABLE TO THE POLICY**

This policy will be interpreted in accordance with the law of England and Wales unless **you** live in Scotland in which case the law of Scotland will apply.

## **INDEX LINKING**

### **Buildings**

The sum insured stated in the Schedule will be adjusted monthly in line with the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

At each renewal the premium will be calculated on the adjusted sum insured.

In the event of a **claim** the sum insured will continue to be adjusted during the period necessary to repair the **buildings** provided repairs are carried out as soon as reasonably possible.

### **Note:**

All adjustments referred to in this definition will be upwards only. The sums insured will not be reduced unless **you** advise **us** to do so in writing.

**SECTION ONE**  
**BUILDINGS**

**BUILDINGS INSURED**

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

Also covered are:

- a) The interior decorations and fixtures and fittings within the Buildings (excluding carpets) and,
- b) The domestic outbuildings and garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by the Insured or for which the Insured is legally responsible **and within** the Premises specified in the Schedule.

**PERILS COVERED**

This Insurance covers Buildings for loss or damage directly caused by:

- 1. FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.
- 2. AIRCRAFT and other aerial devices or articles dropped therefrom.
- 3. STORM, TEMPEST or FLOOD.

**EXCLUSIONS**

This Insurance does NOT cover:

- The first £250 of each and every claim.
- The first £250 of each and every claim.
- a) Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.
- b) Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.
- c) The first £250 of each and every claim.

**4.**

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

**5.**

ESCAPE OF OIL from a fixed domestic oil-fired heating installation and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.

**6.**

THEFT or attempted theft.

**7.**

IMPACT by any vehicle or animal.

**8.**

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

**9.**

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

**a)**

Loss or damage caused by subsidence, landslip or heave, other than covered under Peril 9.

**b)**

Loss or damage to domestic fixed fuel oil tanks and swimming pools.

**c)**

Loss or damage arising from wet or dry rot.

**d)**

The first £250 of each and every claim.

**a)**

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

**b)**

Loss or damage caused by gradual emission.

**c)**

Loss or damage caused by faulty workmanship.

**d)**

The first £250 of each and every claim.

**a)**

Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.

**b)**

The first £250 of each and every claim.

The first £250 of each and every claim.

**a)**

Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.

**b)**

The first £250 of each and every claim.

**a)**

Loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences UNLESS the main Building is also affected at the same time by the same peril.



## 10.

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

## 11.

FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS.

### b)

Loss or damage for which compensation has been provided, or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.

### c)

Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.

### d)

Loss or damage due to coastal erosion.

### e)

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

### f)

Loss or damage arising from defective materials, faulty workmanship, specification or design.

### g)

Loss or damage to solid floors unless the walls are damaged at the same time.

### a)

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

### b)

The first £250 of each and every claim.

### a)

Loss or damage caused through lopping, topping and/or felling.

### b)

Loss or damage to gates and fences.

### c)

The cost of removing fallen trees, telegraph poles, or lamp-posts or parts thereof except where they have given rise to a valid claim under this insurance.

### d)

The first £250 of each and every claim.

This Section provides **additional** cover for:

**A)**

ACCIDENTAL BREAKAGE of fixed glass and double glazing (including the cost of replacing frames), solar panels, sanitary fixtures and ceramic hobs, all forming part of the Buildings.

**B)**

THE COST OF REPAIRING accidental damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which the Insured is legally responsible.

**C)**

EXPENSES INCURRED following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings.

This **additional** cover does NOT include:

**a)**

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

**b)**

Breakage of property not in sound condition

**c)**

Loss or damage due to cleaning, including the misuse of cleaning agents.

**d)**

The first £250 of each and every claim.

**e)**

Damage arising out of climatic or atmospheric conditions.

**a)**

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

**b)**

The first £250 of each and every claim.

**a)**

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

**b)**

Any expense when notice of Government or Local Authority requirements have been served prior to the time of loss.

**c)**

Consequential loss of any nature whatsoever.

- **CONDITIONS APPLICABLE TO SECTION ONE (BUILDINGS) ONLY**

**Basis of Claims Settlement**

In the event of loss or damage to the Building(s), the Insurer will pay the FULL COST OF REPAIR at the time of such loss or damage, PROVIDED THAT the Buildings are maintained in a good state of repair, that they are insured for the FULL COST OF RECONSTRUCTION in their present form; and that reinstatement shall have been effected. If the Buildings are not in a good state of repair the Insurer will make a deduction for wear and tear or gradual deterioration.

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

**Reinstatement**

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that the Insured shall agree to carry out Insurers' recommendations to prevent further loss or damage.

**Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the sum(s) insured for each Premises separately stated in the Schedule.

**Underinsurance**

This policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value (as defined by current Royal Institution of Chartered Surveyors figures) than the sum insured by this Policy, the Insured shall ONLY be entitled to recover hereunder such proportion of the said loss as the sum insured by this policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

## SECTION TWO

### CONTENTS

#### CONTENTS INSURED

This Section covers:

Property belonging to the Insured in his/her capacity as property owner including radio and television aerials, satellite dishes, their fittings and masts, that are fixed to the property insured, all of which are owned by or are the legal responsibility of the Insured.

#### CONTENTS NOT INSURED

This Section does NOT cover:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercrafts and accessories attached thereto.
- b) Animals.
- c) Any part of the Buildings.
- d) Any property specifically insured against the perils covered hereby under any other insurance.
- e) Any item which is used either wholly or in part for business purposes.
- f) Property in the open within the confines of the Premises.
- g) Valuables, jewellery, gold, silver, works of art and paintings and personal effects.

#### SPECIFIC SUB-LIMITS

For each Unoccupied Home Insurer's liability shall not exceed during the period of this insurance:

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

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

Also covered are the Contents within domestic outbuildings and garages situated within the Premises specified in the Schedule.

## PERILS COVERED

This Insurance covers Contents for loss or damage directly caused by:

- 1.**  
FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.
- 2.**  
AIRCRAFT and other aerial devices or articles dropped therefrom.
- 3.**  
STORM, TEMPEST or FLOOD.
- 4.**  
ESCAPE OF WATER from fixed water tanks, apparatus or pipes.
- 5.**  
ESCAPE OF OIL from a domestic fixed fuel oil tanks, apparatus or pipes and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.
- 6.**  
THEFT or attempted theft.
- 7.**  
IMPACT by any vehicle or animal.

## EXCLUSIONS

This Insurance does NOT cover:

- The first £250 of each and every claim.
- The first £250 of each and every claim.
- The first £250 of each and every claim.
- a)**  
Loss or damage to the Contents of domestic outbuildings and garages of non-standard construction.
- b)**  
The first £250 of each and every claim.
- a)**  
Loss or damage due to wear and tear or gradual deterioration.
- b)**  
Loss or damage caused by gradual emission,
- c)**  
Loss or damage caused by faulty workmanship,
- d)**  
The first £250 of each and every claim.
- a)**  
Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.
- b)**  
The first £250 of each and every claim.
- The first £250 of each and every claim.

**8.**

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

**9.**

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

**10.**

FALLING TREES, TELEGRAPH POLES or LAMP-POSTS

This Section provides **additional** cover for:

**A)**

THE CONTENTS, if and so far as these are not otherwise insured, whilst TEMPORARILY REMOVED from the Premises for loss or damage:

**(i)**

Directly caused by ANY OF THE PERILS INSURED UNDER 1-10 in this Section

**a)**

In any occupied private dwelling,

**b)**

In any trade building for the purpose of valuation, alteration, cleaning or processing,

**c)**

In any furniture depository.

**B)**

COSTS necessarily incurred, by the Insured or any permanent member of his household, for replacing locks to external doors, safes and alarms of the Premises specified in the Schedule following theft or loss of the keys.

**a)**

Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.

**b)**

The first £250 of each and every claim.

**a)**

Loss or damage for which compensation has been provided or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.

**b)**

Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.

**c)**

Loss or damage due to coastal erosion.

**d)**

Loss or damage arising from faulty workmanship, defective plans or the use of defective materials.

**e)**

Loss or damage following damage to solid floors unless the walls are damaged at the same time.

**f)**

The first £250 of each and every claim.

**a)**

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

**b)**

The first £250 of each and every claim.

This **additional** cover does NOT include:

**a)**

Contents outside the United Kingdom.

**b)**

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

**c)**

Any amount in excess of £250 in all.

● **CONDITIONS APPLICABLE TO SECTION TWO (CONTENTS) ONLY**

**BASIS OF CLAIMS SETTLEMENT**

In the event of the total loss or destruction by any of the insured perils of any article, the basis of settlement shall be the cost of replacing the article as new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that the Insured incurs the cost of replacement.

**EXCLUSIONS**

This basis of claims settlements shall NOT apply to:

- a) Household linen.

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Contents which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

The Insurer shall be entitled at their sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

**Reinstatement**

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that the Insured shall agree to carry out Insurers recommendations to prevent further loss or damage.

**Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the sum(s) insured for the Contents of each Premises separately stated in the Schedule.

**Underinsurance**

This Policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of a greater value than the sum insured hereby, the Insureds shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

## SECTION THREE

# PROPERTY OWNERS LIABILITY

This Section covers the Insured's legal liability as OWNER(S) ONLY but not as OCCUPIERS(S), as stated in Item A and Item B below:

**Item A of this Section indemnifies the Insured for BODILY INJURY by ACCIDENT OR DISEASE or DAMAGE TO PROPERTY happening during the period specified in the Schedule for which legal liability may attach:**

**A)**

To the Insured as owner of the Buildings in respect of accidents happening at the Premises specified in the Schedule.

**Item A of this Section does NOT indemnify the Insured against any liability:**

**1)**

For bodily injury by accident or disease to the insured, to any person who at the time of sustaining such injury, is engaged in the Insured's service, or to any member of the Insured's family or household.

**2)**

For bodily injury arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.

**3)**

For damage to property belonging to or in the care, custody or control of the Insured or a member of the Insured's family or household or a person engaged in their service.

**4)**

Arising out of or incidental to any profession, occupation, business, or employment.

**5)**

Which has been assumed under contract and would not otherwise have attached.

**6)**

Arising out of the ownership, possession or operation of.

**a)**

Any motorised or horsedrawn vehicle OTHER



**Item B of this Section includes Legal Liability which may attach:**

- B)**  
To the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the

THAN a domestic gardening implement operated within the Premises specified in the Schedule and pedestrian controlled gardening implements operated elsewhere,

- b)**  
Any power operated lift.
- c)**  
Any aircraft or watercraft OTHER THAN manually operated rowing boats, punts or canoes.
- d)**  
Any animal OTHER THAN cats, horses, or dogs which are not designated dangerous under the Dangerous Dogs Act 1991.

**7)**  
Arising out of ownership, occupation, possession or use of any land or building NOT situated within the Premises specified in the Schedule.

**8)**  
Arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.

**9)**  
In Canada or the United States of America after the total period of stay in either or both Countries has exceeded 30 (thirty) days, in any one period of Insurance.

**10)**  
If the Insured is entitled to indemnity under any other insurance including but not limited to any equine or travel insurance, until such insurance(s) is exhausted.

**Item B of this Section does NOT include liability:**

- 1)**  
Where the Insured is entitled to indemnity under any other insurance.

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

2)

For the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

**THE LIMIT OF LIABILITY** in respect of all claims under this Section **SHALL NOT EXCEED £2,000,000 ANY ONE ACCIDENT** or series of accidents arising out of any one event, PLUS the costs and expenses incurred by the Insured with Insurers written consent in the defence of any such claim.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of the Insurance.**

## SECTION FOUR

### LEGAL EXPENSES

The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS deal with any claims matters and correspondence on our behalf.

#### **How DAS can help**

Once you have sent DAS the details of your claim and DAS have accepted it, DAS will start to resolve your legal problem.

To make a claim under this section, please write to DAS with full details as soon as possible. DAS can send you a claim form to help you do this if you telephone 0117 933 0654.

#### **Send your claim to:**

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

Claims can also be e-mailed to [NewClaims@das.co.uk](mailto:NewClaims@das.co.uk)

You can phone DAS at any time on 0117 933 0654 if you wish to use any of the helpline services.

Claims are usually handled by a representative appointed by DAS, but sometimes DAS deal with claims themselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

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

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

#### **THE MEANING OF WORDS IN THIS SECTION**

1.

##### **DAS**

DAS Legal Expenses Insurance Company Limited.

2.

##### **You, your**

The person who has taken out this section.

### 3.

#### **Insured person**

You, and any member of your family who always lives with you. Anyone claiming under this section must have your agreement to claim.

### 4.

#### **Representative**

The lawyer, accountant or other suitably qualified person who has been appointed by DAS to act for an insured person in accordance with the terms of this section.

### 5.

#### **Period of insurance**

The period for which DAS have agreed to cover an insured person.

### 6.

#### **Full enquiry**

An extensive examination by the Inland Revenue which considers all aspects of an insured person's self-assessment tax return, but not enquiries which are limited to one or more specific aspects of an insured person's self-assessment tax return.

### 7.

#### **Date of occurrence**

- a) For civil cases (except under insured incident 5, Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.
- b) For criminal cases, the date of occurrence is when the insured person began, or is alleged to have begun, to break the criminal law in question.
- c) For full enquiries, the date of occurrence is when the Inland Revenue first notifies the insured person in writing of its intention to make enquiries.

### 8.

#### **Costs and expenses**

- a) Legal costs  
All reasonable and necessary costs chargeable by the representative on a standard basis.
- b) Accountant's costs  
All reasonable and necessary costs chargeable by the representative.
- c) Opponents' costs  
We will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS.

### 9.

#### **Territorial limit**

For insured incidents under 2. Contract disputes and 3. Bodily injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

**COVER**

**1.**

This section covers the insured person. We agree to provide the insurance in this section, 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 within the territorial limit; and
- c) Any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the territorial limit; and
- d) For civil claims, it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

**2.**

For all insured incidents, DAS will help in appealing or defending an appeal as long as the insured person tells DAS within the time limits allowed that they want DAS to appeal. Before we pay the costs and expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

**3.**

We will only pay the legal costs and accountant's costs charged by a representative appointed by DAS.

**4.**

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 (£5,000 for Education Admissions Appeals).

**WHAT IS NOT COVERED BY THIS SECTION**

**1.**

A claim reported to DAS more than 180 days after the insured person should have known about the insured incident.

**2.**

An incident or matter arising before the start of this section.

**3.**

Costs and expenses incurred before DAS' written acceptance of a claim.

**4.**

Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority.

**5.**

An insured incident intentionally brought about by an insured person.

**6.**

A legal action an insured person takes which DAS or the representative has not agreed to, or where an insured person does anything that hinders DAS or the representative.

**7.**

A claim relating to an insured person's alleged dishonesty or alleged violent behaviour.

**8.**

A claim relating to written or verbal remarks which damage an insured person's reputation.

**9.**

A dispute with us or DAS not otherwise dealt with under Condition 7.

**10.**

A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

**11.**

Apart from DAS, the insured person is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the section in relation to any third party rights or interest.

**12.**

An application for judicial review.

**13.**

A claim caused by, contributed to by or arising from:

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c) War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## INSURED INCIDENTS

### 1. EMPLOYMENT DISPUTES

DAS will negotiate for an insured person's legal rights in a dispute arising from their contract of employment for their work as an employee.

### 2. CONTRACT DISPUTES

DAS will negotiate for:

#### 2.1

An insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person has entered into for:

- (i) The buying or hiring in of any goods or services; or
- (ii) The selling of any goods;

#### 2.2

Your legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which you have entered into for the buying or selling of your principal home;

Provided that, in both 2.1 and 2.2

- (i) The insured person has entered into the agreement or alleged agreement during the period of insurance; and
- (ii) The amount in dispute is more than £100.

### 3. BODILY INJURY

DAS will negotiate for an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, the insured person.

### WHAT IS NOT COVERED UNDER EMPLOYMENT DISPUTES

Costs and expenses for:

- a) Disciplinary hearings or internal grievance procedures;
- b) Any claim relating solely to personal injury.

### WHAT IS NOT COVERED UNDER CONTRACT DISPUTES

A claim relating to:

- a) A contract regarding an insured person's trade, profession, employment or any business venture;
- b) Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- c) A contract involving a motor vehicle;
- d) The settlement payable under an insurance policy (DAS will negotiate if your insurer refuses your claim, but not for a dispute over the amount of the claim);
- e) A dispute arising from any loan, mortgage, pension, investment or borrowing.

### WHAT IS NOT COVERED UNDER BODILY INJURY

A claim relating to:

- a) Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or

## 4. PROPERTY PROTECTION

DAS will:

### 4.1

Negotiate for an insured person's legal rights in a civil action; and/or

### 4.2

Arrange mediation;

For a dispute relating to material property (including your principal home) which is owned by the insured person or for which the insured person is responsible, following:

- (i) An event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
- (ii) A legal nuisance (meaning any unlawful interference with an insured person's use or enjoyment of their home, or some right over, or in connection with it); or
- (iii) A trespass.

## 5. TAX PROTECTION

DAS will negotiate for an insured person, and represent them in any appeal proceedings, in the event of a full enquiry into their personal tax affairs.

- b) Defending an insured person's legal rights, but defending a counter-claim is covered.

## WHAT IS NOT COVERED UNDER PROPERTY PROTECTION

- a) A claim relating to:
  - (i) A contract entered into by an insured person other than a contract for a private property which has been leased to a third party;
  - (ii) Someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person's material property by any government or public or local authority unless the claim is for accidental physical damage;
  - (iii) Work done by any government or public or local authority unless the claim is for accidental physical damage;
  - (iv) A motor vehicle owned or used by, or hired or leased to an insured person.
  - (v) Mining subsidence.
- b) Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
- c) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as DAS accept the claim.

## WHAT IS NOT COVERED UNDER TAX PROTECTION

- a) The tax affairs of a company, or any claim if the insured person is self-employed, a sole trader, or in business partnership.
- b) An investigation by the Special Compliance Office.



**6.****JURY SERVICE**

We will pay an insured person's salary or wages for the time that the insured person is off work while attending jury service for each half or whole day of their attendance as far as the salary or wages is not recoverable from the court or the insured person's employer.

The amount we will pay is based on the time the insured person is off work, including the time it takes to travel to and from the court. DAS will work it out to the nearest half day, assuming that a whole day is eight hours.

If the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages.

If the insured person works part-time, the salary or wages will be a proportion of the insured person's salary or wages.

**7.****LEGAL DEFENCE****7.1**

DAS will defend an insured person's legal rights if an event arising from the insured person's work as an employee leads to:

- (i) The insured person being prosecuted in a court of criminal jurisdiction; or
- (ii) Civil action being taken against the insured person under legislation for unlawful discrimination; or
- (iii) Civil action being taken against the insured person under section 13 of the Data Protection Act 1998.

**7.2**

DAS will defend an insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

**WHAT IS NOT COVERED UNDER LEGAL DEFENCE**

- a) Parking or obstruction offences.
- b) The driving of a motor vehicle by an insured person for which the insured person does not have valid motor insurance.

**8.**  
**INHERITANCE DISPUTES**

DAS will negotiate for the insured person's legal rights in a dispute over something left to an insured person in a will.

**9.**  
**EDUCATION ADMISSIONS APPEALS**

DAS will negotiate for the insured person's legal rights in a dispute over the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with their published admissions policy which results in the refusal to accept the insured person's child or children at the state school of their preference, subject to a limit of indemnity of £5,000.

**WHAT IS NOT COVERED UNDER INHERITANCE DISPUTES**

Any dispute with another insured person, your children, your parents or your parents-in-law.

**WHAT IS NOT COVERED UNDER EDUCATION ADMISSIONS APPEALS**

- a)  
Any claim where acceptance to the school involves examinations or other selection criteria.
- b)  
An insured incident involving a school which is not a state school which falls under the LEA's jurisdiction or where the allocation of a place within the school is not the responsibility of the LEA.
- c)  
An insured incident arising prior to the submission of an application to the school or LEA.
- d)  
A claim where the procedure for appealing against the decision to refuse a place at the school has not been followed.
- e)  
A claim where the child has been expelled, suspended or permanently excluded from another school.

**CONDITIONS WHICH APPLY TO THE WHOLE SECTION**

1. An insured person must:
  - a) Keep to the terms and conditions of this section;
  - b) Try to prevent anything happening that may cause a claim;
  - c) Take reasonable steps to keep any amount we have to pay as low as possible;
  - d) Send everything DAS ask for, in writing;
  - e) Give DAS full details in writing of any claim as soon as possible and give DAS any information DAS need.
  
2.
  - a) DAS can take over and conduct in the name of an insured person, any claim or legal proceedings at any time.  
DAS can negotiate any claim on behalf of an insured person.
  - b) An insured person is free to choose a representative (by sending DAS a suitably qualified person's name and address) if:
    - (i) DAS agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
    - (ii) There is a conflict of interest.

DAS may choose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
  - c) In all circumstances except those in 2.b) above, DAS are free to choose a representative.
  - d) Any representative will be appointed by DAS to represent an insured person according to DAS' standard terms of appointment. The representative must co-operate fully with DAS at all times.
  - e) DAS will have direct contact with the representative.
  - f) An insured person must co-operate fully with DAS and the representative and must keep DAS up to date with the progress of the claim.
  - g) An insured person must give the representative any instructions that DAS require.
  
3.
  - a) An insured person must tell DAS if anyone offers to settle a claim.
  - b) If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
  - c) We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
  
4.
  - a) An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if DAS ask for this.
  - b) An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.
  
5. If the representative refuses to continue acting for an insured person or if an insured person dismisses the representative, the cover DAS provide will end at once, unless DAS agree to appoint another representative.

**6.**

If an insured person settles a claim or withdraws it without DAS' agreement, or does not give suitable instructions to a representative, the cover DAS provide will end at once and we will be entitled to reclaim any costs and expenses we have paid.

**7.**

If DAS and an insured person disagree about the choice of representative, or about the handling of a claim, DAS and the insured person can choose another suitably qualified person to decide the matter. DAS and the insured person must both agree to the choice of this person in writing. Failing this, DAS will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose argument is rejected.

**8.**

DAS may, at their discretion, require an insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and DAS, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.

**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 section did not exist.

**10.**

This policy will be governed by English law.

**11.**

All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## **HELPLINE SERVICES**

DAS provide these services 24 hours a day, seven days a week during the period of insurance. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve their service standards, DAS record all calls, except those to the Health and Medical Information and Counselling services.

When phoning, please tell DAS your policy number or the name of the scheme you are in.

Please do not phone DAS to report a general insurance claim.

## **EUROLAW LEGAL ADVICE SERVICE**

DAS will give an insured person 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.

**TAX ADVICE SERVICE**

DAS will give an insured person confidential advice over the phone on personal tax matters.

**HEALTH AND MEDICAL INFORMATION SERVICE**

DAS will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

For the following four assistance services, you will be responsible for paying the costs for the help provided.

**DOMESTIC ASSISTANCE**

DAS will arrange help or repairs needed if you have a domestic emergency in your home, such as a burst pipe, blocked drain, broken window or building damage.

**VETERINARY ASSISTANCE**

If your pet is ill or injured, DAS can help find a vet who can offer treatment.

**CHILDCARE ASSISTANCE**

DAS will arrange help following an emergency (such as illness or injury to an insured person) if a regular childminder cannot attend or you have to leave children at home unexpectedly.

**HOME ASSISTANCE**

DAS will arrange assistance following an emergency (such as illness or injury to an insured person) when help is needed to run the home. DAS can help find cleaning staff, au pairs and housekeepers.

**TO CONTACT THE ABOVE SERVICES, PHONE DAS ON: 01 17 933 0654.**

**COUNSELLING**

DAS will provide an insured person 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 DAS ON: 01 17 934 2121.**

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

# GENERAL CONDITIONS, EXCLUSIONS and ENDORSEMENTS

## ● GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

(Applicable to all Sections except as herein expressly varied)

### **Duty of Insured**

The Insured shall take all reasonable steps to prevent loss, damage or accident and maintain the Building(s) in a good state of repair.

### **Notice of Change of Occupancy**

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

### **Notice of Works Clause**

It is a condition precedent to the liability of the Insurer that the Insured shall notify the Insurer prior to the commencement of any conversions, extensions, refurbishment and modernisation to the Buildings at the Premises specified in the Schedule. Upon receipt of this notice the Insurer reserves the right to amend the terms and conditions of this Insurance.

### **Cancellation Clause**

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

This Insurance may also be cancelled at any time at the request of the Insured in writing to the Broker who effected the Insurance, and the premium hereon shall be adjusted on the basis that where the policy is other than on an annual contract there will be NO premium refund. If the policy is an annual contract, the Insurer will retain a handling charge of 50% (fifty percent) of the pro-rata return of premium.

Where a claim has arisen during the period of Insurance from last renewal and any settlement paid exceeds the annual premium for the said period of Insurance, there will be NO return premium.

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

- **GENERAL CONDITIONS and EXCLUSIONS**

**(Applicable to all Sections except as herein expressly varied)**

### **OTHER INSURANCE**

There shall be no liability under this Insurance in respect of any claim where the Insured is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been covered under such insurance had this insurance not been effected.

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

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

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

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

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

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

#### **1)**

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

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

#### **2)**

The Insured shall not admit liability for nor offer to agree to settle any claim without the written consent of the Insurer, who shall be entitled to take over and conduct in the name of the Insured the defence of any claim, and to prosecute in the Insured's name, for the benefit of the Insurer, any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to the Insurer such information and assistance as the Insurer may reasonably require.

#### **3)**

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

**4)**

In respect of all Sections this Insurance does not cover:

**a)**

**1)**

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever (including consequential loss) resulting or arising from:

**i)**

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

**ii)**

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

**2)**

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

**i)**

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

**ii)**

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

**b)**

Any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, terrorism in Northern Ireland, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**c)**

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

**5)**

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings and Contents which form part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

**Accidental Breakage of Glass in your Home**

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

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

(Other than glass claims) PLEASE CALL - 0344 856 2032

**Small Additional or Return Premiums**

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is hereby agreed that whenever any additional or return premium of £2 or less becomes



due from or to the Insured on account of the **adjustment** of a premium, of an **alteration** in cover or rate during the term or for any other reason, the collection will not be made, as the case may be.

### **Complaints Procedure**

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

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

The Customer Complaints Team  
Ocaso SA UK Branch  
3rd Floor,  
110 Middlesex Street,  
London E1 7HY

Telephone: 0207 377 6465  
email:customer.complaints@ocaso.co.uk

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

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

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

### **Appointment of Arbitrators in the Event of Disagreement**

#### **1)**

If the parties fail to come to an agreement over the amount of indemnity within a period of 40 days from receipt of a claim notification, each party will appoint an arbitrator, whose acceptance must be in writing.

#### **2)**

If one of the parties fail to appoint an arbitrator, this party is obliged to do so within 8 days from the date on which the other party so demands. If nevertheless, this party fails to appoint an arbitrator in the said period, it is understood that this party accepts the decision rendered by the arbitrator appointed by the other party, and that such decision is binding.

#### **3)**

In the case that the two arbitrators come to an agreement, their assessment will be reflected in a joint document in which are stated the causes of the loss or damage, the valuation of the damage, other circumstances affecting the determination of the indemnity and the proposal of the amount of the indemnity.

**4)**

When no such agreement is reached between the arbitrators, both parties will appoint a third arbitrator of mutual choice or if they cannot agree on the third, this arbitrator will be appointed by a Court of Law. In this case, the arbitrators' decision will be rendered in the period agreed by the parties or, failing this, within a period of 30 days from the appointment of the third arbitrator.

**5)**

The decision of the arbitrators, by unanimity or majority, will be notified to the parties in an immediate and indubitable way and will be binding to both parties unless legal action to declare the decision void is taken by either of the parties within a period of 30 days for the Insurer and 180 days for the Insured, from the date of notification. If this action is not initiated in the periods stipulated, the arbitrators' decision will be deemed irrefutable.

**6)**

Each party will pay the fees of their arbitrator. The Insurer will be responsible for 50% (fifty percent) and the Insured for the remaining 50% (fifty percent) of the fees of the third arbitrator as well as the rest of the expenses, including those of clearing away debris and those of an expert arbitrator. However, if either of the parties has made adjustment necessary, through insisting on an evaluation of the damages that were obviously disproportionate, the responsibility of payment would fall upon that party alone.

- **ENDORSEMENTS**

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

**1. Index Linking Clause**

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

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

**2. Protection Clause**

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

**3. Unoccupancy Clause**

**a)**

Section One (BUILDINGS) and Section Two (CONTENTS) of the policy exclude Peril 4 (Escape of Water) during the period **1st October to 1st April**, unless the Central Heating System is in continuous operation at not less than a minimum temperature of **55F (13C)** or alternatively the Premises Water System is turned off at the mains and drained.

**b)**

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

**4. Terrorism Exclusion Clause**

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

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











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