

Unoccupied Home Insurance Policy

Policy Summary

This is a Policy Summary only and does not contain the full terms and conditions of the contract. Full terms and conditions can be found in the General Conditions Mod.2394-A and the policy Schedule of Cover. A copy of the General Conditions is available upon request.

Type of Insurance and Cover

The Unoccupied Home Insurance Policy is a homeowner's insurance policy, tailored for the protection of an unoccupied property. It is designed to cover the Buildings, (excluding carpets, but including outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, drives, patios, walls and fences), against the events listed below, and will also indemnify you for your legal liability as property owner in respect of injury caused to others or damage caused to their property.

It is a Condition Precedent that any unoccupied home has mortice deadlocks or locks conforming to BS3621 or a multi-point locking system fitted to all final exit doors and that all accessible windows are either fitted with a purpose designed key-operated window lock or are screwed shut (when the sash is securely screwed into the outer frame) and that these protections are put into operation whenever the property is unattended. If these security measures are not fitted and in operation an excess of £1,000 will apply to all claims for theft or attempted theft or where there is damage caused as a result of a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.

Properties whose windows are boarded-up or bricked-up or properties which have been divided into bedsits containing cooking facilities within individual units are **not acceptable** for cover.

Provided that the Buildings are insured, cover may also be provided for Contents, consisting of household goods, including carpets, radio and television aerials, satellite dishes, and their fixings and masts. However, cover will not be provided for valuables (Note: Valuables: eg articles of jewellery, pearls, gemstones, gold, silver or precious metals, pictures, works of art and curios, stamp and coin collections, computers, business equipment, clocks, watches, cameras, camera equipment and binoculars).

Cover is provided against damage caused by the following: fire, lightning, explosion, earthquake, aircraft, storm and flood, escape of water from fixed water systems, escape of oil from fixed heating systems, theft, impact by vehicles or animals, riot, acts of malicious persons, subsidence, landslip or heave, falling of aerials, and falling trees or branches.

Cover may not be provided or may be reduced to **FLEEA (Fire, Lightning, Explosion or Earthquake and Aircraft) and Subsidence** or **FLEEA only** for Buildings undergoing any conversion, extension, refurbishment or modernization. Full details of any works must be provided for our prior approval. It is also possible to reduce cover to **FLEEA (Fire, Lightning, Explosion or Earthquake and Aircraft) and Subsidence** or **FLEEA only** at your request. A discount is applied when cover is restricted to reduce the premium. The level of cover that applies is shown on the Schedule of Cover.

Significant Features & Benefits

Under the Buildings section, cover automatically includes:

- Accidental Breakage of fixed glass.
- The cost of repairing accidental damage to underground pipes and cables for which you are legally responsible.
- Monthly adjustment of the Sum Insured in line with the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

Under the Contents section cover automatically includes:

- Accidental breakage of mirrors and glass tops and fixed glass in furniture and ceramic hobs.
- The costs necessarily incurred for the replacement of locks to external doors, safes and alarms, following theft or loss of the keys.

Significant and Unusual Exclusions and Limitations

Under the Buildings and Contents Sections, we will not pay for:

- The excess, which is the amount you have to pay towards the cost of each claim other than for Subsidence, Landslip or Heave or Escape of Water, i.e. £250, which may be increased at your request in return for a reduction in the premium. The excess for each claim caused by Subsidence, Landslip or Heave is £1,000 and a minimum of £500 for each claim caused by Escape of Water. The excesses applicable are shown on the Schedule of Cover.
- Accidental breakage of fixed glass and double glazing (including the cost of replacing frames), solar panels, sanitary fixtures and ceramic hobs when the premises are left insufficiently furnished for normal habitation.
- Damage caused by escape of water, between the period from 1st October to 1st April, unless the water system at the premises has been turned off and drained or the central heating system is in continuous operation at a minimum temperature of 55°F (13°). In continuous operation means in operation 24 hours per day, and not set to be switched off or on by the operation of a timer. The property must be inspected, by the Insured or the Insured's representative, at intervals of not more than 30 days, and written records kept of such inspections. (A copy of the **UNOCCUPANCY CLAUSE** is available on request).

Under the Property Owner's Liability section, we will not pay:

- More than £2,000,000 for all claims arising out of any one event, plus the costs and expenses You incur with Our written consent for the defence of any such claim, (please refer to the **LIMIT OF INDEMNITY** shown in Section Three off the General Conditions).
- For liability arising out of injury, accident or disease to any person who is in Your service or is a member of Your family or household, (please refer to exclusion 1 of Section Three of the General Conditions).

What if my circumstances change?

Are all of the answers and/or is all of the information you gave in response to the questions asked when you first applied for this insurance or last applied to renew this insurance still correct and complete?

If not, please set out the changes to those answers and/or information and notify your intermediary or Ocaso SA UK Branch immediately. We will rely on the accuracy and comprehensive scope of your answers and/or information provided by you when considering your application for insurance or for renewal of insurance and whether to give the insurance or not and on what terms.

Any misrepresentation by you or someone acting as your agent may result in claims being rejected, claims settlement being reduced or the policy being invalid.

You should keep a record of all answers and/or information supplied to us (including copies of all letters) in connection with this contract.

What if I change my mind and want to cancel the policy?

Should you decide not to proceed with the purchase of this insurance contract, you have the right to cancel within fourteen days from the inception date of the policy or the date you receive full details of the cover, terms and conditions of the contract, whichever is the later.

If after the expiry of those 14 days, you decide that this insurance contract does not meet your needs, you may request cancellation by contacting either your insurance broker or Ocaso S.A.

For any period of cover utilised, we will retain a pro rata premium, except where a claim has been notified, in which case the full annual premium may be payable to us.

There is no return of premium for early cancellation of a short period policy ie a policy issued for an agreed period of 3, 6 or 9 months.

How would I make a claim?

Simply ring our Claims Centre on 0207 377 6465 and speak to one of our claims advisors. He/she will then confirm if you can make a claim under your cover and advise you on how to proceed.

What if I am not happy and want to make a complaint?

Unfortunately, mistakes can happen. If so, all you need to do is let us know, in writing, where you believe we may have gone wrong and we will aim to resolve the problem as soon as possible.

We will always confirm receipt of your complaint within five working days and our aim will be to resolve your problem within eight weeks. If we are unable to resolve the problem within eight weeks, and if applicable to you, we will provide you with details of the Financial Ombudsman Service.

Should you wish to make a written complaint it should be forwarded to the UK General Manager at the Ocaso address shown on your policy documentation and in the General Conditions.

Would I receive compensation if Ocaso were unable to meet its liabilities?

In the unlikely event that Ocaso SA UK was unable to meet its financial obligations you may be entitled to compensation from the Financial Services Compensation Scheme. Further details can be provided upon request.

Legal Expenses

The Schedule of Cover will show whether Legal Expenses Cover is included and a summary of the cover is provided below. Full details are included in the General Conditions.

Legal Expenses Summary of Cover

This summary gives key information about your family legal protection cover which you should read. It does not contain the full terms and conditions of the cover, which you can find in the General Conditions. A copy of the General Conditions is available upon request.

The cover under this section of the policy has been arranged by us and DAS Legal Expenses Insurance Company Limited and while we are responsible for paying claims under this section, they deal with any claims matters and correspondence on our behalf.

This cover will help you by providing legal advice and representation if you, or family members who always live with you, have a legal dispute that is insured under this section of the policy.

| <u>Features & Benefits</u> | <u>Significant Exclusions or Limitations</u> |
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| <p>For the incidents and circumstances listed below we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.</p> <p>We will appoint our preferred choice of law firm to deal with your claim and will pay their costs and expenses, which include opponents' costs.</p> | <p>There are reasonable prospects of success for the duration of the claim.</p> <p>External costs are limited to £50,000.</p> <p>If you want to use your choice of law firm, any costs they incur above what we would have paid our preferred law firm will be your responsibility. We will not pay them.</p> <p>Costs incurred before we have given our written acceptance of a claim.</p> <p>Unless we agree to start legal proceedings or there is a conflict of interest, we are free to choose the representative who will help you.</p> |



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| <ul style="list-style-type: none"> • Employment disputes <p>We will pursue and defend legal rights in a dispute arising from a contract of employment.</p> | <p>Disciplinary hearings or internal grievance procedures.</p> <p>Compromise agreements while you are still employed.</p> |
| <ul style="list-style-type: none"> • Contract disputes <p>We will pursue and defend a claim for the sale or purchase of personal goods or the purchase of services.</p> | <p>You must enter into the contract during the period of insurance.</p> <p>The amount in dispute must be more than £250.</p> <p>Building work or design, where the contract value exceeds £5,000 incl. VAT.</p> <p>Disputes arising from a loan, mortgage, pension or investment.</p> <p>A motor vehicle owned by or hired or leased to you.</p> |
| <ul style="list-style-type: none"> • Personal injury <p>We will pursue claims for accidental death or bodily injury.</p> | <p>Illness or bodily injury that happens gradually.</p> |
| <ul style="list-style-type: none"> • Clinical negligence <p>We will pursue claims where a single negligent medical act or procedure causes death or bodily injury.</p> | <p>Alleged failure to correctly diagnose the condition.</p> |
| <ul style="list-style-type: none"> • Property protection <p>We will pursue claims following damage to your home or your personal possessions.</p> <p>Cover extends to problems such as nuisance and trespass.</p> | <p>Property damage must exceed £250.</p> <p>The first £250 of any claim.</p> |
| <ul style="list-style-type: none"> • Tax protection <p>Representing your rights throughout a comprehensive investigation by HM Revenue & Customs of your self assessment tax return.</p> | <p>Investigations where you are self-employed, a sole trader or in a business partnership.</p> |
| <ul style="list-style-type: none"> • Jury service and court attendance <p>Payment of salary or wages while you attend a court or tribunal as requested by your appointed representative, or to perform jury service..</p> | <p>Any claim if you are unable to prove your loss.</p> |
| <ul style="list-style-type: none"> • Legal defence <p>Defence of criminal prosecutions and civil actions for unlawful discrimination or breaches of the Data Protection Act arising from your work as an employee.</p> | <p>Payment of court orders.</p> <p>Any claim relating to you driving a motor vehicle.</p> |



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| <ul style="list-style-type: none"> • Inheritance disputes We will negotiate for your legal rights in a dispute over something left to you in will. | <p>Disputes with members of your family.</p> |
| <ul style="list-style-type: none"> • Education admission appeals We will negotiate for your legal rights where a Local Education Authority (LEA) fails to comply with their published admissions policy resulting in refusal to accept your child(ren) at the state school of your preference. | <p>Costs in excess of £5,000.</p> <p>Where acceptance involves examinations or other selection criteria.</p> <p>Where the school is a non-state school or allocation of places is not the responsibility of the LEA.</p> <p>Prior to the submission of an application to the school or LEA.</p> <p>Where the appeals procedure has not been followed.</p> <p>Where the child has been expelled, suspended or permanently excluded from another school.</p> |
| <ul style="list-style-type: none"> • Telephone helplines <ul style="list-style-type: none"> ○ Legal advice service Advice on personal legal problems under UK and EU law. Available 24 hours, seven days a week. ○ Tax advice service Personal taxation advice under UK law. Available 9am-5pm, Monday to Friday, excluding public and bank holidays. ○ Health and medical information service Help and information on health and fitness. Available 9am-5pm, Monday to Friday, excluding public and bank holidays. ○ Counselling service Our qualified counsellors provide support in dealing with worrying problems. Available 24 hours, seven days a week. | <p>Advice about the law in countries outside of England and Wales is available 9am-5pm, Monday to Friday, excluding public and bank holidays.</p> <p>No cover for costs of using referral services.</p> |
| <ul style="list-style-type: none"> • Countries covered UK for most insured incidents but cover for contract disputes and personal injury extends to EU member states and other specific European nations. | |
| <ul style="list-style-type: none"> • Law that applies This section of the policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise the law of England and Wales applies. | |

Making a claim

You must give DAS details of any claim as soon as possible.

You can telephone us on **0117 933 0654** to make a claim. At this point we will not be able to tell you whether you are covered but we will pass the information you have given to our claims handling teams and explain what to do next. Lines are open 24 hours a day, 365 days a year. Calls may be recorded.

How to make a complaint

If you have a complaint about our service or about the way we have treated you, please write to our Customer Relations Department at our Head Office address shown below.

Or you can telephone us on **0117 934 0066** or email us at customerrelations@das.co.uk
A copy of our internal complaint-handling procedure is 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

They can also be contacted by telephone on **0800 023 4567** (free from a landline)
or 0300 123 9123 (free from some mobile phones).

Their website is at www.financial-ombudsman.org.uk

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

Our head and registered office

**DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Registered in England and Wales, number 103274**

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