



Home Emergency Insurance

Customer Services Helpline 0845 365 3043

Claims Helpline 0800 917 1644

Introduction

This is **your home emergency** policy document. This policy, any endorsement and **your schedule** make up **your** insurance documents. **You** should keep these documents in a safe place.

This policy is designed to offer 24 hour assistance if **you** suffer a **home emergency**.

Please ensure that:

- **You** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**.
- **You** understand what the policy covers and the restrictions and exclusions.
- **You** understand what **your** responsibilities are under the policy.

The insurance **administrator** is 3XD Limited who administer **your** policy on behalf of DAS Legal Expenses Insurance Company Limited.

When drawing up this contract, **we** have relied on the information and statements that **you** have provided in the proposal for **your home** insurance.

We cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied **you** with the service.

We will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

Important Numbers

If **you** need any more information about any aspect of this policy please call:

- 0845 365 3043 for administration queries (lines are open 9am to 6pm Monday to Friday)
- 0800 917 1644 for claim queries (lines are open 24 hours a day)

Section A - Definitions

Throughout this policy there are special words shown in **bold type**. Wherever **we** use these words in this policy document they will always have the following meanings:

Administrator	3XD Limited.
Home	Your principal home (having no more than 15 rooms), situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.
Home Emergency	A sudden unforeseen event which requires immediate corrective action to: <ul style="list-style-type: none">• prevent damage or further damage to your home;• make your home safe and secure; or• alleviate unreasonable discomfort, risk or difficulty to you.
Main Heating System	The main hot water or central heating system in your home . This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.
Period of cover	The period for which we have agreed to cover you .
Plumbing and Drainage	The cold water supply and drainage system within the boundary of your home and for which you are legally responsible. This does not include pipes which connect components of the heating system or for which your water supply or sewerage company are responsible.
Schedule	The document the administrator sends you that confirms your cover under this policy.
Start Date	The date on which the policy starts as shown on your schedule .
We/Us/Our	DAS Legal Expenses Insurance Company Limited.
You or your	The person or persons named on your schedule and your family who live in (or are staying in) your home .

Section B – Home Emergency Cover

We will pay up to £500 (including VAT) for:

- the call out charge and up to 2 hours' labour costs; and
- parts and materials subject to a maximum of £100 (including VAT)

in providing assistance for a **home emergency** which arises from one of the insured incidents shown below.

1.	Plumbing and Drainage The sudden damage to, or blockage, breakage or flooding of the plumbing and drainage system in your home .
2.	Main Heating System The sudden failure to function of the main heating system in your home .
3.	Domestic Power Supply The failure of the domestic electricity or domestic gas supply to your home , but not the failure of the mains supply.

4.	Toilet Unit Impact damage to, or mechanical failure of, the toilet bowl or cistern in your home which results in complete loss of function.
5.	Home Security Damage to, or the failure of, external doors, windows or locks which compromises the security of your home .
6.	Lost Keys The loss of the only available set of keys to your home if you cannot replace them, or gain normal access.

If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.

Your policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.

Section C – Exclusions

There is no cover under this policy for:

- Any incident or matter arising before the **start date**;
- Any claim following an insured incident which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from any other related agreement;
- Any normal day to day **home** maintenance which **you** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention;
- Any costs of re-decorating or cosmetic repairs to parts or equipment in **your home**;
- Any claim where **your home** has been left unoccupied for 30 consecutive days;
- Any claim arising from **your** failure to comply with **our** instructions in respect of the assistance being provided;
- Any costs incurred before **you** have notified **us** of a **home emergency**;
- Any claim arising from any wilful or negligent act or omission by **you**;
- Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;
- Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use;
- Any claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer;
- Any claims for the malfunction or blockage of septic tanks, cesspits or fuel tanks;
- Any damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**;
- Any claims arising out of subsidence, landslip or heave;

- Any properties that **you** own that are not **your** main residence or that **you** rent or let;
- Any damage to boundary walls, gates, hedges or fences and damage to garages or outbuildings;
- Any claim related to **your** failure to purchase or provide sufficient gas, electricity or other fuel source;
- Any costs incurred where **our** approved contractor has attended but **your home** was unoccupied;
- Any **home emergency** 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;
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
 - Pollution or contamination of any kind.
- 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 our connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

Section D – Making a Claim

If **you** need to make a claim please telephone **us** on 0800 917 1644 and provide **us** with the following information:

- **Your** name and the **home** address including the postcode; and
- The nature of **your home emergency**.

We will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance, please check that the circumstances are covered by the policy. It is important that **you** contact **us** as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

Section E - Premium Payments

This is a monthly insurance **policy** and **your** premium is collected from your bank account on a monthly basis. The dates on which **your** premium will be collected is shown on **your schedule**.

We will not make any payment under this policy unless **you** have paid the premium due to **us**.

If **we** are required to change the level of Insurance Premium Tax or make other changes **we** will change **your** premium from the date the changes come into force.

We can change **your** premium for other reasons by giving **you** 30 days notice in writing.

Section F – Cooling Off Period

You are entitled to cancel this insurance by writing to the **administrator** within 14 days of either:

- The date **you** receive **your** insurance documentation; or
- The **start date** of the policy, whichever is the later.

Section G - Cancelling your Insurance

You may cancel this policy at the end of any month by writing to the **administrator**.

We may cancel this policy by sending **you** 30 days notice to **your** correspondence address shown in the **schedule**.

As the premium for this policy is paid monthly, **we** will not return any premium **you** have paid.

If any month's premium is not paid for any reason, **you** will receive a letter from **us** asking for payment so the insurance can continue. If **we** do not receive payment within 30 days from when it was due, the insurance will stop from the end of the last month for which premium was received.

Section H – General Conditions

You must:

- keep to the terms and conditions of this policy;
- maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of **your home**;
- try to prevent anything happening that may cause a claim; and
- take reasonable steps to keep any amount **we** have to pay as low as possible.

We will not pay for any loss that is not directly covered by the terms and conditions of this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of a **home emergency**.

We will not pay any claim covered under any other policy, or any claims that would have been covered by any other policy if this policy did not exist.

We will make every effort to provide the service at all times but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.

Section I - Law & Jurisdiction applicable to the Insurance

This policy will be governed by English Law.

Section J - Data Protection

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal data **you** supply are 3XD Limited and DAS Legal Expenses Insurance Company Limited.

Section K - Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, all telephone calls are recorded and monitored. By using this service, **you** are agreeing to **us** recording **your** call.

Section L - Making a Complaint

If **you** are unhappy about how the policy was sold **you** should contact the intermediary who arranged **your** cover, shown on **your schedule** who will notify **you** of their complaints procedure.

If **you** are unhappy about the administration **you** should initially contact the **administrator** in writing or by phone.

The address is: 3XD Limited
PO Box 5733
Southend on Sea
Essex
SS1 2ZP

The telephone number is: 0845 365 3043

If **you** are unable to resolve the matter with the **administrator** or wish to make a complaint about claims handling, **you** may do so at any time by referring the matter to **us** in writing for a final response.

The address is: DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

The telephone number is: 0117 934 0066

The email is: customerrelations@das.co.uk

If **you** are still unhappy with the response or **your** complaint is still unresolved after 8 weeks, **you** may ask the Financial Ombudsman Service (FOS) to review the complaint.

The address is: Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The telephone number is: 0845 080 1800

This does not affect any right of legal action **you** may have.

This policy is underwritten by DAS Legal Expenses Insurance Company Limited
This policy is administered by 3XD Limited

DAS Legal Expenses Insurance Company Limited
is authorised and regulated by the
Financial Services Authority under reference 202106

3XD is authorised and regulated by the
Financial Services Authority under reference 469379

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