

Residential Property Owner

Policy booklet



Arranged by Towergate Underwriting Let Property



Policyfast

Welcome to Policyfast

Welcome to **Your** new Property Owners policy exclusively arranged via Policyfast Limited with Towergate Underwriting Let Property.

Your insurance policy comprises this booklet and **Your** schedule. **You** should read these documents carefully and keep them in a safe place together with copies of any documentation **You** have provided to **Us**.

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Introduction to the Property Insurance Policy

This document sets out the conditions of the contract of insurance with **us**. **Your** policy is evidence of that contract. **You** should read it carefully and keep it in a safe place. In return for having accepted **Your** premium **We** will in the event of injury loss or damage happening within the period of insurance provide insurance as described in the following pages and referred to in **Your** schedule. If after reading these documents **You** have any questions please contact **Your** broker. **We** fully support the Association of British Insurers, the Financial Services Authority (FSA) and the Financial Ombudsman Service. The Data Protection Act also protects **You**.

About the Property Insurance

This property insurance has been arranged by Towergate Underwriting Let Property, a trading name of Towergate Underwriting Group Ltd, and

is underwritten by a consortium of specialist insurers. The lead insurers are RSA plc No.93792. Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Also underwritten by Allianz Insurance plc No 84638. Registered in England at 57 Ladymead, Guildford, Surrey, GU1 1DB and Groupama Insurance Company Limited No 995253. Registered in England at 6th Floor, One American Square, 17 Crosswell, London, EC3N 2LB.

Towergate Underwriting Let Property, RSA Insurance plc, Allianz Insurance plc and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

You should read the terms and conditions detailed in the policy including how to make a claim. Please read them carefully so that **You** know what cover is provided and what **You** should do if **You** need to make a claim.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document in accordance with the section 'Cancelling Your Cover'.

This policy and the schedule are important documents. Please keep them in a safe place where **You** can find them should **You** need to refer to them in the future.

Should **You** need to discuss any aspect of the cover then please call the agent with whom **You** effected this insurance.

When providing this insurance **We** have relied on the information and the statements which **You** have provided in the statement of fact. The sum insured is the amount of money for which **Your** property and/or contents is covered and is the most **We** will pay under any circumstances. It is **Your** responsibility to advise **Us** of the correct sum insured as **We** cannot be held liable if this is incorrect.

You and **We** are free to choose the law applicable to this policy. As **We** are based in England, **We** propose to apply the laws of England and Wales by purchasing this policy **You** have agreed to this.



For and on behalf of the Insurers

A handwritten signature in blue ink, appearing to read "Shaune Worrall".

Shaune Worrall, Managing Director of Towergate Underwriting Let Property
(A trading name of Towergate Underwriting Group Limited)

Telephone Recording

For **Our** joint protection and training purposes, telephone calls may be recorded and/or monitored.

Definitions

Where **We** explain what a word means that word will have the same meaning wherever it is used in the policy or schedule.

Accidental Damage - A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes.

Buildings - the Private Dwelling(s) as specified in the schedule constructed of brick, stone or concrete with a slate, tile or concrete roof including interior decorations and fixtures and fittings and domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by **You** or for which **You** are legally responsible and within the premises as specified in the schedule.

Excess - the amount **You** will have to pay in the event of a claim as specified in **Your** schedule.

Holiday Home – Buildings that are not the main place of residence or address of **You** or the occupier and are let, loaned or used by **You** on a short-term basis for vacation purposes.

Landlord's Contents – Household goods within the **Buildings** as shown in the schedule, including aerials, satellite dishes, their fittings and masts, which are permanently fixed to the **Buildings**. Property in the open but within the boundaries of the property up to £250 all of which are owned by **You** or are **Your** legal liability.

Unoccupied – The part or whole of the property not lived in by a person authorised by **You**.

We / Us / Our – Towergate Underwriting Let Property.

You / Your / Yours – The persons(s) as specified in the schedule of Insurance.

Section 1 – Buildings Perils Covered

This insurance covers the Buildings for loss or damage directly caused by:

1. **fire, lightning, explosion or earthquake**
2. **aircraft and other flying devices or items dropped therefrom**
3. **storm, tempest or flood**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.
- c) caused by rising water table levels.

4. **escape of water from any fixed water or heating installation**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools.
- c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) for loss or damage to apparatus from which water has escaped other than frost damage.
- e) the first £250 of every claim.

5. **escape of oil from fixed domestic oil fired heating installed and smoke damage resulting from a defect in any fixed domestic heating installation**

Other than

- a) for loss or damage due to wear and tear or gradual deterioration.
- b) for loss or damage caused by gradual emission.
- c) for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

6. theft or attempted theft

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) any amount exceeding £5,000 for theft or attempted theft caused by the tenant
- c) by any persons lawfully on the premises (other than the tenant)

7. impact by any vehicle or animal

8. any persons taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any persons of malicious intent

Other than

- a) for loss or damage whilst the **Building** is **Unoccupied** for 30 days or more.
- b) any amount exceeding £5,000 for malicious damage caused by the tenant
- c) by any person lawfully on the premises (other than the tenant)

9. subsidence, landslip or heave of the site upon which the Buildings stand

Other than

- a) for 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.
- b) for 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) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.
- d) for loss or damage caused by coastal erosion.
- e) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.
- f) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- g) normal settlement, shrinkage or expansion.
- h) the first £1,000 of every claim.

10. falling radio and television aerials, fixed satellite dishes and their fittings and masts

Other than

- a) loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

11. falling trees, telegraph poles or lampposts

Other than

- a) for loss or damage caused through lopping, topping and/or felling.
- b) for loss or damage to gates and fences.

THIS SECTION PROVIDES ADDITIONAL COVER FOR: -

A) Accidental Damage 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, other than loss or damage whilst the Building is Unoccupied, for 30 days or more.

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 You are legally responsible, other than loss or damage due to wear and tear or gradual deterioration.

C) Loss of rent which You are unable to recover or alternative accommodation necessarily incurred by You in consequence of the Buildings becoming uninhabitable following damage caused by any of the perils covered PROVIDED THAT the insurers' liability is limited to the period the Buildings are uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern, other than any amount in excess of 25% of the sum insured on the Buildings damaged or destroyed, unless otherwise stated on Your policy schedule.

D) 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, Other than

- a) any expenses incurred in the preparation 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.

E) Increased metered water charges incurred by You resulting from an escape of water which gives rise to an admitted claim under Peril 4 of this section. Other than any amount in excess of £750 in any period of insurance.

F) A contracting purchaser until completion of the sale or expiry of this Insurance whichever is the sooner. Other than the **Buildings** if otherwise insured.

G) 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, Other than any amount in excess of £1,000 for any one incident.

The following applies only if the schedule shows that **Accidental Damage** to the **Buildings** is included.

What is Covered

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

What is Not Covered

Maintenance and normal redecoration costs.

Damage caused while the property is **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 1.

Damage caused by:

- a) 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;
- b) Faulty materials, design or workmanship;
- c) Chewing, scratching, tearing or fouling by domestic pets;
- d) **Building** renovations, alterations, extension or repairs.

Conditions that apply to Section 1

BASIS OF CLAIMS SETTLEMENT

In the event of loss or damage to the **Buildings**, the insurers 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 good state of repair insurers will make a deduction for wear and tear or gradual deterioration.

Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** 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 **You** agree to carry out insurers' recommendations to prevent further loss or damage.

LIMIT OF INSURANCE

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for each premises separately stated in the schedule.

UNDERINSURANCE

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the full cost of reconstruction in its present form for each premises separately stated in the schedule.

Section 2 – Landlord's Contents

PERILS COVERED

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

1. **fire, lightning, explosion or earthquake**
2. **aircraft and other flying devices or items dropped there from**
3. **storm, tempest or flood**

Other than

- a) property in the open.
- b) for loss or damage caused by subsidence, heave or landslip other than as covered under peril 9.

- c) caused by rising water table levels.

4. escape of water from and frost damage to fixed water tanks, apparatus or pipes

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.

- b) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

5. escape of oil from domestic fixed oil fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation

Other than

- a) for loss or damage due to wear and tear or gradual deterioration.

- b) loss or damage caused by gradual emission.

- c) for loss or damage caused by faulty workmanship.

- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

- e) any amount in excess of £1,000.

6. theft or attempted theft

Other than

- a) for loss or damage whilst the **Buildings** are lent, let or sublet UNLESS such loss or damage is consequent upon violent and forcible entry.

- b) any amount exceeding £5,000 for theft or attempted theft caused by the tenant

- c) damage caused by persons lawfully on the premises (other than the tenant)

- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

- e) any amount in excess of £500 or 3% of the sum insured under Section 2, whichever is the greater, in respect of contents within detached domestic outbuildings and garages or in the open.

7. impact by any vehicle or animal

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

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

- b) any tenant or person lawfully on the premises.

9. subsidence, landslip or heave of the site upon which the Building stands

Other than

- 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) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.

- c) for loss or damage due to coastal erosion.

- d) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.

- e) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.

- f) the first £1,000 of every claim.

10. falling trees, telegraph poles or lampposts

Other than for loss or damage caused through lopping, topping and/or felling.

THIS SECTION PROVIDES ADDITIONAL COVER FOR: -

Costs of alternative accommodation necessarily incurred by You, if the Buildings are rendered uninhabitable by any of the perils covered.

Other than any amount in excess of 10% of the sum insured on the **Landlord's contents** of the **Buildings** damaged or destroyed.

The following applies only if the schedule shows that **Accidental Damage** to the **Landlord's Contents** is included.

What is Covered

All other **Accidental Damage** to the **Landlord's Contents** while in the property.

What is Not Covered

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:

- a) 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;
- b) chewing, scratching, tearing or fouling by domestic pets;
- c) Any process of dyeing, cleaning, renovation or restoration.
- d) Electrical or Mechanical breakdown
- e) Damage to glass, china or porcelain for any amount in excess of £500.

Exclusions Applicable to Section 2

Loss or damage involving:

- a) motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft 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) wearing apparel.
- f) pedal cycles.

Conditions that apply to Section 2

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 articles new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that **You** incur the cost of replacement. Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Landlord's 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 insurers 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 **You** agree to carry out insurers' recommendations.

LIMIT OF INSURANCE

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for the **Landlord's Contents** of each premises separately stated in the schedule.

UNDERINSURANCE

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the total value for the Contents of each premises separately stated in the schedule.

Section 3 – Legal Liability to the Public

Limit of Indemnity - £2,000,000

The limit of liability under this section shall not exceed £2,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by **You** with insurers' written consent in the defence of any such claim **Item A** of this Section indemnifies **You** for BODILY INJURY by ACCIDENT, DEATH or DISEASE or DAMAGE to PROPERTY happening during the period specified in the schedule for which legal liability may to **You** as owner of the **Buildings** in respect of accidents happening in or about the premises specified in the schedule.

Other than

1. for bodily injury by accident or death or disease to any person who at the time of sustaining such injury, is engaged in **Your** service, or to any member of **Your** family or household.
2. 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 **Your** family or household or a person in their service.
4. arising out of or incidental to any profession, occupation or business other than through private letting of the property which has been assumed under contract and would not

- otherwise have attached, other than through private letting of the property.
5. arising out of the ownership, possession or operation of :
 - a) any mechanically propelled or horse drawn vehicle OTHER THAN a domestic gardening implement operated within **Your** Premises 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 as dangerous under the Dangerous Dogs Act 1991.
 6. arising out of ownership, occupation, possession or use of any land or **Building** NOT situated within the **Buildings** specified in the schedule.
 7. 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.
 8. if **You** are entitled to indemnity under any other insurance including but not until such insurance(s) is exhausted.

Item B of this Section includes legal liability which may attach to **You** by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any private dwelling which has been disposed of by **You** and which prior to such disposal, was occupied for private residential or private letting purposes by **You**

Other than

1. where **You** are entitled to indemnity under any other insurance,
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 cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

General Conditions Applicable to the Whole of this Insurance

You must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

YOUR DUTY

You shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair. All protections provided for the safety of the **Building** specified in the schedule must be maintained in good order and be in use at all times when the **Building** is left unattended or when the occupants have retired for the night.

NOTICE OF CHANGE OF OCCUPANCY

It is a condition precedent to the liability of insurers that **You** or **Your** authorised representative shall notify insurers if the **Buildings** as specified in the schedule become let under different circumstances, or become regularly left unattended. Upon receipt of this notice Insurers reserve the right to amend the terms and conditions of this insurance.

MORE THAN ONE PRIVATE DWELLING

It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

NOTICE OF WORKS CLAUSE

It is a condition precedent to the liability of insurers that **You** shall notify insurers prior to the commencement of any conversions and extensions to the **Buildings** at the premises specified in the schedule. Upon receipt of this notice insurers reserve the right to amend the terms and conditions of this Insurance.

EXTENSIONS TO YOUR PROPERTY

It is hereby noted that there is no cover in force in relation to the extension until written confirmation is received confirming that the roof is completed and the property is wind and water tight.

Cancelling your Cover

STATUTORY CANCELLATION RIGHTS

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the cancellation period) by returning it to **Your** broker during the cancellation period. There is no refund of premium in the event of a claim during this period.

However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** minus an administration fee. In the event of a claim during this period, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

CANCELLATION OUTSIDE THE STATUTORY PERIOD

You may cancel this policy at any time by providing prior written notice to **Your** broker.

Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** minus an administration fee. If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

We reserve the right to cancel the policy by providing 21 days' prior written notice by registered post to **Your** last known address.

Any premium refund will be calculated in accordance with the above.

NON PAYMENT OF PREMIUMS

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

General Exclusions Applicable to the Whole of this Insurance

In respect of all sections OTHER THAN Section 3 this Insurance does NOT COVER: -

- a) Radioactive Contamination and Nuclear Assemblies Exclusion.
 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any related losses
 2. any legal liability of whatever nature, directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) War Exclusion - Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or 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 or damage caused by people lawfully in the property, other than the tenant.
- d) any loss or damage resulting from confiscation or detention by customs or other officials and authorities.
- e) Loss or damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- f) Any related losses.
- g) Any reduction in market value of the **Buildings** as a result of repair or reinstatement.
- h) 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.

Terrorism

For the purpose of this exclusion "terrorism" means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Claims Conditions Applicable to the Whole of this Insurance

OTHER INSURANCE

There shall be no liability under this Insurance in respect of any claim where **You** are entitled to indemnity under any other insurance EXCEPT in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this Insurance not been effected.

PROCEDURE

It is a precedent to the liability of insurers that following any happening likely to give rise to a claim **You** shall :-

- a) as soon as reasonably possible and in no circumstances beyond 30 days of the incident, notify insurers with full details, complete a claim form and provide all required information and assistance.
- b) for all claims in respect of damage or loss obtain a minimum of two detailed estimates unless otherwise agreed, only undertake emergency work to prevent further loss and not under any circumstances effect full repairs without insurers' prior consent.
- c) immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items and obtain the Crime Reference Number.
- d) under no circumstances admit liability for, nor offer to agree to settle any claim without the

written consent of insurers who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name for insurers' benefit, 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 settlement of any claim.

- e) **You** must take all reasonable steps to recover missing property.
- f) **You** must take all reasonable steps to prevent further damage.

FRAUDULENT OR FALSE CLAIMS

You must not act in a fraudulent manner. If **You** or anyone acting for **You**:

- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim knowing the statement to be false in any respect or
- submit a document in support of a claim knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage

caused by **Your** wilful act or with **Your** connivance
Then:

- **We** shall not pay the claim.
- **We** shall not pay any other claim which has been or will be made under the policy.
- **We** may at **Our** option declare the policy void.
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date.
- **We** shall not make any return premium.
- **We** may inform the police of the circumstances.

Endorsements

The following endorsements only apply if they are specified on **Your** schedule. Where applicable, the endorsement must be complied with fully as failure to do so will invalidate any future claims.

1. ALARM ENDORSEMENT

This insurance excludes theft or attempted theft claims under Sections 1 and 2 unless :-

- a) the burglar alarm is in full and effective operation :-
 - i) whenever the **Building** specified in the schedule is left unattended,
 - ii) at night
- b) the burglar alarm system has been maintained in good order under a maintenance contract with a company which is a member of SSAIB (Security Systems and Alarms Inspection Board).

2. CLIMATIC CONDITIONS ENDORSEMENT – Not in use on this policy

3. THEFT LIMITATION ENDORSEMENT

This insurance excludes claims under Section 1 and 2 resulting from theft or attempted theft unless following violent and forcible entry.

4. NON-STANDARD CONSTRUCTION ENDORSEMENT

In consideration of the additional premium paid it is agreed that the term 'standard construction' as defined in Sections 1 and 2 does not apply to the **Building** specified in the schedule.

5. SUBSIDENCE, LANDSLIP OR HEAVE EXCLUSION ENDORSEMENT

This insurance excludes claims under Section 1 and 2 resulting from subsidence, landslip or heave.

6. FLOOD EXCLUSION ENDORSEMENT

This insurance excludes claims under Sections 1 and 2 resulting from :-

- a) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam;
- b) inundation from the sea; or
- c) flood resulting from storm or any other peril other than escape of water from fixed water tanks, apparatus or pipes.

7. CONTRACTORS EXCLUSION ENDORSEMENT

This insurance excludes any claims arising out of the activities of contractors.

8. INDEX LINKING

The **Buildings** Sum Insured in **Your Schedule** will be adjusted monthly and updated each year at 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.

9. THATCH ENDORSEMENT

This insurance excludes claims under Section 1 and 2 unless the following warranties are fully complied with and evidence of compliance is retained for **Our** inspection on request :-

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and professionally cleaned once a year prior to winter use.
- b) Thatchburn Warranty – If old thatch is burnt this must be more than 100 metres from the **Building**.
- c) Naked Flame Warranty - No naked flame or tools producing naked flames are to be present in the attic or loft space of the **Building** at any time.

10. MORTGAGEES INTEREST ENDORSEMENT

The interest of the Mortgage Provider noted on the schedule will not be prejudiced by any act of neglect by **You** or the occupier of the insured **Building** whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgage Provider so long as the Mortgage Provider notifies **Us** and pays an additional premium if required once aware of any such act of neglect.

11. PROTECTIONS ENDORSEMENT

All protections provided for the safety of the **Building** specified in the schedule must be maintained in good order and be in use at all times when under **Your** control and the **Building** is left unattended or when the occupants have retired for the night.

12. £250 EXCESS ENDORSEMENT

An **Excess** of £250 will be deducted from all claims under Section 1 and 2.

13. £500 EXCESS ENDORSEMENT

An **Excess** of £500 will be deducted from all claims under Section 1 and 2.

14. RESTRICTED PERILS ENDORSEMENT

The **Building** specified in the schedule is covered against loss or damage directly caused by the perils of Fire, Lightning, Explosion and Aircraft only.

15. UNOCCUPANCY ENDORSEMENT

If the **Building** specified in the schedule is left **Unoccupied** for 14 days or more :-

- a) the **Building** must be inspected at least once every 14 days by **You** or **Your** representative and a detailed record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained.
- c) the electricity supply must be turned off unless required to maintain a security system.
- d) all letter boxes and other openings must be sealed securely if the unoccupancy is for a period of 30 days or more.
- e) external door locks of a reasonable standard for the protection of the **Building** must be fitted and in use at all times.

16. £100 EXCESS ENDORSEMENT

An **Excess** of £100 will be deducted from all claims under Section 1 and 2.

17. £50 EXCESS ENDORSEMENT

An **Excess** of £50 will be deducted from all claims under Section 1 and 2.

18. DATE CHANGE ENDORSEMENT

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer related equipment that fails to recognise any date change.

19. MALICIOUS DAMAGE ENDORSEMENT

This Insurance excludes malicious damage cover to the **Building** specified in the schedule where such damage is caused by tenants or other people lawfully on the premises.

20. MONTHLY PAYMENT ENDORSEMENT

It is understood and agreed that this insurance runs from month to month and that continuation of cover is dependent upon **Your** paying the premium for each month's cover. **We** will normally only review **Your** premiums once per annum.

21. LEGAL FEES ENDORSEMENT

This insurance includes Legal Protection Cover in accordance with the policy wording starting on page 13.

22. FLAT ROOF ENDORSEMENT

The flat roof of the **Building** specified in the schedule must have been inspected, repaired, renovated or replaced no more than two years prior to inception of this Insurance and records of this inspection and repair must be made available to **Us** on request. Future inspection, repair, renovation and replacement where necessary will take place at least once every five years and records of inspection and repair retained for **Our** inspection on request.

23. MINIMUM SECURITY ENDORSEMENT

This insurance excludes claims for theft under Sections 1 and 2 unless the following are fitted and are used for the protection of the **Building** specified in the schedule when the property is left unattended or when occupants retire for the night :-

- a) external doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).
- b) patio doors: in addition to central locking devices, key operating bolts to top and bottom opening sections.
- c) windows: Key operated security locks to all ground floor and other accessible windows.

24. UK HOLIDAY HOME ENDORSEMENT

The maximum period the **Buildings** may be **Unoccupied** for restricted perils to be applied under Sections 1 and 2 is increased from 30 days to 90 days at any one time. If the **Building** specified in the schedule is left **Unoccupied** for 30 days or more :-

- a) the **Building** must be inspected at least once every 30 days by **You** or **Your** representative and a detailed written record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained.
- c) the electricity supply must be turned off unless required for central heating as in b) above or to maintain a security system.

25. ACCIDENTAL DAMAGE ENDORSEMENT

It is hereby noted that **Accidental Damage** is included under Section 1 Buildings. The following applies only if the schedule shows that **Accidental Damage** to the buildings is included

What is Covered

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

What is Not Covered

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

26. INCREASED LIMIT OF INDEMNITY ENDORSEMENT

It is hereby noted that the Limit of Indemnity under Section 3 Legal Liability to the Public is increased to £5,000,000.

27. ASYLUM SEEKERS ENDORSEMENT

If the property has tenants who are seeking asylum in the UK the all sections excess increases to £250 on each and every claim.

28. ACCIDENTAL DAMAGE

Accidental Damage Cover is included in Section 1 Building.

29. WHITE GOODS

It is hereby noted that carpets, curtains and white goods belonging to the landlord are included up to £2,500 in total value within the Buildings Sum Insured.

30. POL (Property Owners Liability)

Special Endorsement in Respect of Section 3 Legal Liability to the Public. It is hereby noted that in respect of Section 3 Legal Liability to the Public, we will not pay more than £5,000,000 for any one incident (other than accidental death, bodily injury, illness or disease to any domestic employee where the amount is £10,000,000).

31. TRACE AND ACCESS COVER

Section 1 (Buildings) of this policy is extended to include the reasonable cost of removing and replacing any part of the **Building** necessary to find and repair the source of the leak and making good following damage to the **Building** caused by escape of water from water tanks, apparatus, pipes, equipment or fixed heating systems. The maximum payable is £1,000 for any one incident.

34. EMPLOYERS LIABILITY - DOMESTIC EMPLOYEES

It is hereby noted that Section 3, Legal Liability to the Public has been extended to include accidental death, bodily injury, illness or disease to any domestic employee where we will not pay more than £10,000,000 for any one incident.

For the purposes of this extension Domestic Employees are defined as follows:-

Domestic staff, cleaner, gardener, caretaker or any occasional employee undertaking repairs or decorations in connection with the premises covered by this Policy employed by **You**.

Complaints

Policyfast Limited take pride in providing a first class service to all our Policyholders, however occasionally an enquiry or a complaint may arise, often as a result of misunderstanding, which will usually be resolved quickly and efficiently to our Policyholders satisfaction.

Step One - Initiating your complaint:

If **You** have an enquiry or cause to make a complaint regarding **Your** Policy, **You** should firstly contact the Broker/Agent who arranged the insurance for **You**.

If they are unable to resolve the problem, please contact:

Operations Manager
Policyfast Limited
Unit 5, Vantage Park
Washingley Road
Huntingdon
PE29 6SR

If **You** have cause to make a complaint regarding the handling of **Your** claim, please contact:

The Complaints Manager
Towergate Underwriting Let Property
The Octagon
Middlesborough
Colchester
Essex
CO1 1TG

Step Two - If you remain dissatisfied

If **You** are not satisfied with the way **Your** complaint has been dealt with, **You** may write to the insurer at the following address:

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

Step Three - Beyond RSA

If after following the above procedure, **Your** complaint has not been resolved to **Your** satisfaction, **You** may have the right to refer the

matter to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Property Let Legal Protection

This section is only operative if legal expenses is shown as included in your policy schedule.

As a DAS policyholder, **you** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your** DAS cover, please take time to read the policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser or the organisation which sold **you** this cover. The proposal or any information supplied by **you** shall be incorporated in the contract.

How we help you

To make a claim under **your** policy please telephone **us** on 0117 934 0553. **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 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 try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request. **Our 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, number 103274. Website: www.das.co.uk

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 0845 080 1800. Website: www.financial-ombudsman.org.uk (Using this service does not affect **your** right to take legal action.)

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

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.

Costs and expenses

(a) Legal costs

All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis.

(b) 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

(a) For civil cases

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.

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** and for which **you** have paid the premium.

Storage costs

£10 per day for a maximum of four weeks following the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

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, keeping to the terms, conditions and exclusions as long as:

- (a) the **date of occurrence** of the insured incident is during the **period of insurance**; and
- (b) any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- (c) for civil claims it is always more likely than not that **you** will recover damages (or other legal remedy which **we** have agreed to).

What you are covered for

For an insured incident under this policy **we** will pay **your**:

- **legal costs**;
- **opponents' costs**;

- **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;
- **hotel expenses**;
- **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

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 rights in trying to get possession of 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 post pre-agent notices and preproceeding 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** 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 a period of at least one calendar month.

Conditions:

- (i) If **you** accept payment (or part payment) of 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; or
 - (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).*

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 Any claim relating to **your** alleged dishonesty or alleged violent behaviour.
 - 5 Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter which relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
 - 6 Any claim to do with 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, damages or other penalties 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;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - 11 Any disagreement with **us** that is not in 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 Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

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 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) **You** must not negotiate or agree to settle a claim without **our** approval.
 (d) **We** may decide to pay **you** the amount **you** are claiming or are being claimed against **you** 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** stop a claim 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** the **legal costs** **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.

Helpline Services

We provide these services 24 hours a day, 7 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 services.

When phoning, please tell **us** **your** policy number or the name of the insurance broker or company who sold **you** this policy.

Please do not phone **us** to report a general insurance claim.

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 advisors in these countries.

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. **To get help from DAS, phone us on 0117 934 0553.**

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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