



EVICTION OF SQUATTERS COVER POLICY WORDING

Vasek Insurance - 30-34 Hounds Gate, Nottingham NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

Vasek Insurance Services Limited is authorised and regulated by the Financial Services Authority

This insurance policy provides cover for eviction of squatters as specified in the **schedule of cover** during the **period of insurance**.

To make sure **you** get the most from **your** DAS cover, please take the time to read this policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact the agent who sold **you** this cover or Vasek Insurance as soon as possible.

This insurance policy along with the **schedule of cover** should be read together as one document and form the contract of insurance.

As a DAS policyholder, **you** are now protected by Europe's leading legal expenses insurer.

DEFINITIONS

Certain words carry the same meaning wherever they appear in this policy wording. They are highlighted as follows:-

Appointed lawyer - the lawyer, or other suitably qualified person, whom **we** appoint to act for **you** in accordance with the terms of this policy.

Date of occurrence – 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.

Legal costs – all reasonable and necessary costs charged by the **appointed lawyer** on a standard basis.

Period of insurance – the period for which **we** have agreed to cover **you** as stated in the **schedule of cover**.

Schedule of cover – the printed document containing details of **you, your property**, the sums insured, the **period of insurance**, the insurer and any special terms which may apply.

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 as stated in the **schedule of cover**.

WHAT WE WILL PAY FOR

We agree to provide the insurance in this policy, as long as:-

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

What we will pay

The most **we** will pay for all claims resulting from one or more insured incidents arising at the same time or from the same originating cause is £50,000.

Insured Incident we will cover

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

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 **legal costs** that are incurred before **we** agree to pay them.
- 3) A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
- 4) Any claim relating to subsidence, mining or quarrying.
- 5) Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 6) Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 7) Judicial Review.
- 8) Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

- 9) 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.
- 10) A dispute with **us** not otherwise dealt with under General Condition 7.
- 11) 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**.
- 12) Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
- This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
- 13) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

GENERAL 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) **We** may decide to pay **you** the losses **you** are claiming instead of starting or continuing legal proceedings.
- 4)
- (a) **You** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this.
 - (b) **You** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5) If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an appointed lawyer without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
- 6) If **you** settle a claim or withdraw it without **our** agreement or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** costs and expenses **we** have paid.
- 7) If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.
- 8) **You** can cancel this policy by telling **us** within 14 days of taking it out, **we** will refund **your** premium in full but Vasek Insurance will levy a £15 administration charge. **You** can cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand, **you** will not be entitled to any return of premium. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand, **you** will be entitled to a return of premium on a pro rata basis.
- 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) The parties to this insurance contract are free to choose the law that will apply within the defined **territorial limit**. In the absence of a specific agreement between **you** and **us** this policy will be governed by English law.

HOW TO MAKE A CLAIM UNDER THIS INSURANCE

Naturally **we** hope that **you** will not have any incidents or misfortune, but if **you** do and wish to make a claim under **your** policy please phone **us** on 01 17 934 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 will pass the information **you** have given to **us** to **our** claims-handling teams and explain what **you** need to do next.

If **you** prefer to report **your** claim in writing, please send it to **our** Claims Department at the following address:

**The 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.)

DATA PROTECTION ACT 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

YOUR TOTAL PEACE OF MIND

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

DAS are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if DAS is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN, by telephoning 020 7892 7300 and on their website www.fscs.org.uk.



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Vasek Insurance is the trading name of Vasek Insurance Services Limited,
who are authorised and regulated by the Financial Services Authority.

Our Firm Reference Number is 309354

Registered in England and Wales. Reg No. 3620776

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