



Real Estate Property Owners Secure Summary of Cover

Key covers, features and exceptions

Your policy includes the following key covers, features, benefits and significant conditions, clauses and exclusions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

The policy wording applicable is: Real Estate Property Owners Secure v4 01 10 2022

Duration of the policy

This policy lasts for a period of 12 months and may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the “Underwriters”), in accordance with the authority granted under:

Binding Authority Agreement Number/ UMR	Section	Underwriter	Proportion
as detailed on “The Underwriters” section of The Schedule	1, 2, 3, 6 & 7	AXA Insurance UK plc Registered in England and Wales No 78950 Registered office: 20 Gracechurch Street, London EC3V 0BG A member of the AXA Group of companies AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.	100%



Binding Authority Agreement Number/ UMR	Section	Underwriter	Proportion
as detailed on “The Underwriters” section of The Schedule	4	HSB Engineering Insurance Services Limited, registered in England and Wales: 03010292 and registered as a branch in Ireland: 906105. HSB Engineering Insurance Services Limited is an Appointed Representative of HSB Engineering Insurance Limited. Registered address: Chancery Place, 50 Brown Street, Manchester M2 2JT	100%
as detailed on “The Underwriters” section of The Schedule	5a & 5b	DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, Company Number 103274 DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.	100%

The subscribing Underwriters’ obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Section 1 – Buildings & Contents

Cover is written on an “a specified perils including Accidental Damage” basis in respect of Buildings and Landlord’s Contents.

Cover is available on:

- Day One; or
- reinstatement; or
- indemnity.

Subsidence, Ground Heave or Landslip is available as an additional peril for most locations.

Key Features and benefits

- contract works – up to £250,000 maximum contract price (excluding VAT), £500 excess applicable to each claim
- fly tipping – up to £25,000 any one loss and £100,000 in total in any one period of insurance, £500 excess applicable to each claim

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- further investigation expenses
- Damage by emergency services – up to £25,000
- loss of or duplication of keys – up to £15,000
- malicious damage and theft or attempted theft by residential tenants, £500 excess applicable to each malicious damage claim and £2,500 excess applicable for each theft or attempted theft claim
- Cannabis farms and factories – up to £25,000 any one loss and £100,000 in total in any one period of insurance
- metered water, electricity & gas charges – up to £25,000 any one loss
- removal of debris (Buildings) – up to £500,000
- removal of tenants' debris – up to £25,000
- removal of insect nests – up to £1,500
- trace and access – up to £50,000
- unauthorised use of electricity, gas, water or oil
- loss of Rent Receivable and alternative accommodation (residential property).

Significant conditions or clauses

- automatic reinstatement of sum insured
- Buildings awaiting demolition, refurbishment, redevelopment or renovation
- conditions apply to the provision of cover for cannabis farms and factories
- in respect of perils storm or flood only Damage occurring continuously or intermittently during any period of seventy two (72) hours shall be deemed to constitute one loss under the policy for the purpose of the payment of any excess(es).

Significant exclusions

- property more specifically insured
- deterioration and other gradually operating causes
- Bursting of a boiler due to steam pressure other than in respect of engineering Damage
- Change in the water table level
- Damage caused by frost
- Damage caused by vermin or insects
- Damage caused by storm or flood to fences and gates, trees, plants, shrubs and turf
- settlement or movement of made up ground, coastal or river erosion
- Damage to property resulting from any production or repair process
- Pollution or contamination
- disappearance or unexplained loss
- Damage to a building arising from its own collapse or cracking
- faulty or defective workmanship
- inherent vice, latent defects, gradual deterioration, wear and tear
- mechanical or electrical fault or breakdown.

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Section 2 - Loss of rental income

Loss of Rent Receivable including:

- cost of re-letting
- additional expenditure to avoid loss of rent receivable
- business rates payable by the insured as a result of Damage
- accountants fees

Key features and benefits

- capital additions – up to the lower of 20% of the rent receivable or £2,000,000
- specified human infectious or contagious diseases at The Premises, vermin, pest and defective sanitation and murder or suicide up to the lower of either the maximum indemnity period of 12 weeks or £25,000 or 25% of the annual rent receivable sum insured .
- inadvertent failure to insure – up to the lower of 20% of the rent receivable or £2,000,000
- loss of attraction – up to £50,000
- loss of investment income on late payment of rent – up to the rent receivable sum insured
- prevention of access subject to the lower of 25% of the annual rent receivable sum insured or £1,000,000 failure of utilities – failure of electricity, gas, water and telecommunication supplies at the terminal ends of the suppliers' feed to The Premises up to the lower of either 25% of the annual rent receivable sum insured or £50,000

Significant conditions or clauses

- There must be insurance in force covering the interest of the Insured in the Buildings where the Damage has occurred and payment has been made or liability admitted under such insurance or payment would have been made or liability would have been admitted under such insurance but for the operation of an excess
- underinsurance provision rent
- rent free period
- a maximum 12 week indemnity period applies in respect of Prevention of access, Loss of attraction, Failure of public utilities cover (terminal ends) and Murder, suicide or disease

Significant exclusions

- as shown under section 1 - Buildings and contents.

Section 3 - Property owners liability

Covers legal liability to third parties for accidental Bodily Injury or accidental Damage, Limit of Indemnity as shown in schedule (Terrorism cover is limited to £2,000,000). Cover includes the Insured's costs and expenses incurred in defending a claim covered under this section.

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Key features and benefits

- contingent motor
- court attendance costs:
 - any director or partner of the Insured £500
 - any Employee £250
- cross liabilities
- Defective Premises Act 1972
- environmental statutory liability clean up costs up to £250,000
- leased or rented premises
- temporary work overseas
- costs and expenses in respect of criminal proceedings brought against the Insured under any of the following legislation:
 - a) Health and Safety at Work etc. Act 1974 including the Control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to legionella;
 - b) Management of Health and Safety at Work Regulations 1999;
 - c) Corporate Manslaughter and Corporate Homicide Act 2007;
 - d) Health and Safety Inquiries (Procedure) Regulations 1975;
 - e) Part II of the Consumer Protection Act 1987 and Part II of the Food Safety Act 1990 as amendedor similar legislation in force in the territorial limits
- prosecution costs awarded against the Insured
- costs and expenses for legal representation at any inquiry relating to the legislation above
- cover for your legal liability to pay compensation including costs and expenses for breach of the GDPR or Section 13 of the Data Protection Act 1998. £250,000 in total in any one period of insurance on a claims made basis.

Significant conditions or clauses

- contractual liability.

Significant exclusions

- faulty or defective workmanship
- Damage to anything sold, supplied, installed or erected by or on behalf of the Insured
- Damage to material property sustained whilst being worked upon
- legal liability for Bodily Injury caused to any Employee
- work on any offshore rig or platform
- manual work or the supervision of manual work overseas
- costs and expenses incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability you may have to pay damages
- intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- costs and expenses in connection with remedial orders or publicity orders
- fines and penalties

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- unless otherwise shown, any claims caused by or arising from the inhalation or ingestion of asbestos, the exposure to or fear of the consequences of exposure to asbestos, the presence of asbestos in any property or on land or the investigating, managing, removing, controlling or remediation of asbestos
- cyber acts or incidents.

Section 4 - Engineering machinery breakdown

The insurance by sections 1 and 2 (if operative) of the Policy is extended to include cover for direct physical loss or Damage caused to Covered Equipment resulting from an Accident subject to a maximum liability of GBP five million (£5,000,000) for any one Accident.

Features and benefits

- hazardous substances - up to £10,000
- reinstatement of data - up to £50,000
- increased costs of working - up to £50,000
- rent receivable - up to £100,000
- expediting expenses – up to £20,000
- hire of substitute item - up to £10,000
- hired plant - up to £20,000
- repair investigation costs – up to £25,000

Significant conditions or clauses

- back up record.

Significant exclusions

- a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment
- any defect, virus, loss of data or other situation within media
- depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions
- damage recoverable under a maintenance agreement or any warranty or guarantee
- delay in resuming operations resulting from the need to reconstruct or re-input data or programs on media.
- Biomass or Biogas Installation
- Hydroelectric Installation

Section 5a – Commercial legal protection

- £2,000 for Aspect Enquiries
- £100,000 for all other insured incidents

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including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards. DAS will also pay the costs of appealing or defending an appeal.

Features and benefits

- employment disputes & compensation awards
- legal defence
- statutory licence appeal
- contract disputes
- property protection
- personal injury
- debt recovery
- tax protection
- lease disputes
- tenancy disputes.

Significant exclusions

- Any claim reported more than 180 days after the date the Insured Person should have known about the insured incident.
- Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

Section 5b – Residential property let legal protection

- £50,000 per insured incident

including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards. DAS will also pay the costs of appealing or defending an appeal.

Features and benefits

- repossession
- property damage
- eviction of squatters
- rent recovery

Significant conditions or clauses

The following applies to repossession:

- You must give the tenant the correct notices telling him or her that You want possession of Your Property.

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- All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

The following applies to Rent Recovery:

- If You accept payment (or part payment) of rent 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.
- Where the tenant is a limited company, You must first seek advice from the Appointed Representative before accepting payment of rent arrears.

Significant exclusions

- Any claim to repossess Your property because Your tenant has behaved anti-socially.
- Any Costs and Expenses, Hotel Expenses or Storage Costs that are incurred before We agree to pay them.
- 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.
- 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.
- 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.
- Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
- Any claim where You are not represented by a law firm, barrister or tax expert.

Section 6 – Employers’ Liability

Limit of Indemnity £10,000,000 but limited to £5,000,000 in respect of asbestos and terrorism claims.

The Company will indemnify the Insured against:

1. all sums which the Insured becomes legally liable to pay as damages (including interest thereon) including claimants’ costs and expenses if the Insured is ordered to pay them or paid with the Company’s written consent in respect of an Occurrence;
2. all costs and expenses incurred by the Insured with the Company’s written consent in defending any claim under this section.



Key features and benefits

- Indemnity to principals
- Indemnity to others
- Cross liabilities
- Court attendance costs:
 - any director or partner of the Insured £500
 - any Employee £250
- Unsatisfied court judgements
- Temporary work overseas.

Significant exclusions

- bodily injury to any Employee while offshore
- bodily injury to an Employee where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation
- legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form
- manual work or the supervision of manual work overseas
- intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- costs and expenses in connection with remedial orders.

Section 7 – Terrorism

1. Damage to Property insured at the Premises, situated in England and Wales and Scotland but not the territorial sea adjacent to it as defined by the Territorial Sea Act 1987; and
2. where applicable under this Policy, Consequential Loss arising from business interruption,

occasioned by or happening through or in consequence of an Act of Terrorism which is Certified and which occurs during the Period of Insurance.

Significant exclusions

- Riot, civil commotion, war, invasion, act of foreign enemy, hostilities, civil war, revolution and insurrection, military or usurped power.
- Property located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.
- Any nuclear installation or nuclear reactor.
- Any property covered by a motor policy other than a motor trade policy
- Any property covered under a road risks section of a motor trade policy.

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Policy Exclusions

- Computer virus and Hacking
- Date recognition
- Sanctions
- Radioactive contamination
- Mould
- Fines
- War and allied risks
- Damage to property or data in Northern Ireland caused by riot or civil commotion (Damage to property caused by labour disturbances or acts of malicious persons is also excluded unless resulting from fire or explosion)
- Sonic bangs
- Terrorism (unless otherwise shown)
- Pollution or contamination (unless otherwise shown)
- Communicable Disease (applicable to certain sections of the policy, please refer to the policy wording for details)
- Asbestos (unless otherwise shown).

How to Make a Complaint

If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser. In the event that You remain dissatisfied and wish to make a complaint, You can do so by writing to:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU.

Email: insurance.complaints@victorinsurance.co.uk

If appropriate Your complaint may ultimately be handled by Us or a third party acting on Our behalf. If this is the case We will notify You upon receipt of Your complaint. Making a complaint does not affect Your right to take legal action.

If You are not happy with the outcome of Your complaint, You may have the right to ask the Financial Ombudsman Service (FOS) to review Your case. You will need to contact them within six months of the date of Our final decision letter.

You can also ask the Ombudsman to review Your case if We have not provided You with a final decision within eight weeks of receiving Your complaint.

The Ombudsman can help with most complaints if You are:

- A consumer;

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- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A charity which has an annual income of less than £6.5 million*;
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;
- A guarantor

* at the time you refer your complaint

If You are unsure whether the ombudsman will consider Your complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

- 1) If **You** have a complaint regarding **Your** claim, please telephone the claims handler on the number shown in **Your** claims documentation.
- 2) Should **You** wish to make a complaint under Section 4 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- 3) Should **You** wish to make a complaint under Section 5, the below (DAS Legal Expenses Insurance Company Limited) process should be followed
- 4) Should **You** wish to make a complaint under Sections 1, 2, 3, 6 or 7 the below (AXA Insurance UK plc) process should be followed:

DAS Legal Expenses Insurance Company Limited (Section 5):

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the following details:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via E-mail: dataprotection@das.co.uk

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If **You** remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

We always aim to give **You** a high quality service. If **You** think we have let **You** down, **You** can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing out online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request. If **You** are not happy with the complaint outcome or if we've been unable to respond to **Your** complaint within 8 weeks, **You** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

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

AXA Insurance UK plc (Sections 1, 2, 3, 6 or 7):

Should **You** wish to make a complaint under any cover provided by AXA Insurance UK plc and **Your** complaint relates to a claim on **Your Policy**, please contact the department dealing with your claim.

All claims complaints:

Tel: **01204 815359**

Email: commercial.complaints@axa-insurance.co.uk

Alternatively **You** can write to **Us** at

AXA complaints:

AXA Insurance

Commercial complaints

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AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

When **You** make contact please tell **Us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **You** have one).
- **Your** policy and/or claim number, and the type of policy **You** hold.
- The name of **Your** insurance agent/firm (if applicable).
- The reason for **Your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **You** may include copies of supporting material.

We will:

- Acknowledge written complaints promptly.
- Investigate **Your** complaint quickly and thoroughly.
- Keep **You** informed of progress of **Your** complaint.
- Do everything possible to resolve **Your** complaint.
- Learn from **Our** mistakes.
- Use the information from complaints to continuously improve **Our** service.

Financial services compensation scheme (FSCS)

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations to You under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Making a claim

If **You** need to make a claim under any cover (other than Section 4- Engineering Machinery Breakdown and Section 5- Legal Expenses), please contact AXA Insurance UK plc as follows:

Section 1 Buildings & Contents, Section 2 Loss of Rental Income and Section 7 Terrorism

Tel: 0370 900 0867 – Option 2
Email: spclaims.ins@axa-insurance.co.uk

Section 3 Property Owners Liability and Section 6 Employers' Liability

Tel: 0345 900 4185 – Option 3
Email: liabilityclaim.ins@axa-insurance.co.uk

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Alternatively, **You** can write to:

AXA Insurance UK plc
AXA House
Parklands
Lostock
Bolton
BL6 4SD

If your claim is relating to section 4 – Engineering machinery breakdown please contact HSB Engineering Insurance Limited:

Claims Department
HSB Engineering Insurance Limited
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone: 0330 100 3432
Email: new.loss@hsbeil.com

If **Your** claim is relating to section 5 - Legal Expenses please contact DAS Legal Expenses Insurance Company Ltd:

- Telephone: 0344 893 9012 available 24 hours a day, 7 days a week
- Alternatively **You** can visit www.das.co.uk/legal-protection/how-to-claim

Notify DAS of any claim or any incident which may lead to a claim as soon as possible. The sooner DAS are involved, the more opportunity DAS have to resolve the claim to **Your** satisfaction.

Important note:

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that **You** should do so. If **You** do, DAS will not pay the costs involved even if DAS accept the claim.



Cancellation

During the first period of insurance, You have the right to cancel the policy within 14 days of receipt of the policy wording and Schedule, or the inception date of the Policy whichever is the later, by writing to contacting Your insurance adviser to confirm cancellation. Cancellation will take effect from the date that Your cancellation instructions are received. Provided no claim has been made and there has been no incident known to You prior to cancellation which may give rise to a claim, You will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before We can deal with the claim. We will only deal with claims occurring during the period commencing on or after inception up to the cancellation of the policy. You may cancel the policy at any other time by contacting Your insurance adviser to confirm cancellation.

Please refer to page 14 of the policy wording for full details of the cancellation procedure.

Privacy Notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:
<https://www.marsh.com/uk/privacy-notice.html>

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at www.axa.co.uk/privacy-policy

If **You** do not have access to the internet, please contact AXA Insurance and we will send **You** a printed copy.

A copy of the DAS Legal Expenses Insurance Company Limited up to date Privacy Notice can be viewed using the following link:

<https://www.das.co.uk/legal/privacy-statement>

For all other sections, **You** should visit the relevant Underwriters' website to read their Privacy Policy to understand how they will use **Your** information. Their details can be found in The Underwriters section of the policy wording.

Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your Policy** that **We** will not provide cover, or pay any claim or provide any benefit under **Your Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.