

Home Emergency

Policy Wording



Claims Helpline
01384 884050
Lines are open
24 hours a day

Welcome to your Home Emergency policy

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How to arrange Emergency Assistance

All potential claims must be reported to **our claims helpline service**. We're open all day, every day for 365 days a year.

Claims helpline service:
01384 884050

When should I make a claim?

This is not a maintenance policy and so does not provide cover for routine upgrades and maintenance to **your property**. **You** should use this policy when **you** require assistance in an **emergency** situation that involves **your property**.

An **emergency** is an unforeseen situation involving **your property** which has or is likely to cause insecurity, unreasonable discomfort, risk or difficulties.

Major **emergencies** which could result in serious damage or damage to life or limb should be immediately advised to the appropriate supply company and/ or the public emergency services. Gas leaks must be immediately notified to the local gas company.

This policy covers **emergencies** only. If **you** need to make a claim for non-emergency damage to **your property** or its contents, **you** will need to contact **your** home insurance provider directly.

You must notify the Claims Helpline within 48 hours of first discovering the Emergency unless You can demonstrate to Us that significant circumstances prevented You from notifying Us. Failure to do either of the above will result in Your claim being declined.

Arranging assistance

- Telephone the **claims helpline service** quoting **your** policy number, which **you** can find on **your schedule**. **You** will need to provide details of the problem.
- The **claims helpline service** will obtain a suitable **contractor** to attend **your property** provided that there are no circumstances preventing access to the **property** or otherwise making the provision of the **emergency work** impossible such as adverse

weather conditions, industrial disputes, failure of the public transport system.

- The **claims helpline service** and the **contractor** will use reasonable discretion as to when and how the **emergency work** is undertaken. This discretion will be used to make sure that the individual circumstances of the client are taken into consideration whilst ensuring that any **emergency work** is carried out as soon as possible and having due regard to any health and safety issues.
- The **contractor** will charge the cost of all work covered by the insurance directly to the **insurer**, but **you** will be asked to pay the cost of:-
 - a. call-out charges if there is not a person who has authority to agree to any work that may need to be carried out at the **property** when the **contractor** arrives.
 - b. all charges in excess of the **claim limits** or any work not covered by this insurance – **you** will be informed of this before any work is undertaken.
 - c. any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your property** is safe and if required the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if you engage the services of a contractor prior to contacting the claims helpline service, any costs that you incur are not covered by this insurance.

Where it is not possible to validate your claim at the time of initial notification, you may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

Important Policy Information

Introduction & Who's Who

Your policy has been arranged by Policy Expert with LIMemergency. LIMemergency is a claims handling service provided by Legal Insurance Management who work with UK General Insurance Limited on behalf of Ageas Insurance Limited, registered in England, company no. 354568.

Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA

Policy Expert is a trading name of QMetric Group Limited, registered in England and Wales, company no. 07151701. QMetric Group Limited are authorised and regulated by the Financial Conduct Authority. FCA registered number: 529506. Registered Office: 32-38 Dukes Place, London EC3A 7LP.

Cancelling Your Policy

If within 14 days of receipt of this policy You are unhappy with any of the terms and conditions contained within this Policy Wording, please contact Policy Expert immediately on the number shown on Your Schedule. Subject to there being no claims pending or having been paid on this policy, Policy Expert will arrange a pro-rata refund of premium equal to the unused cover. If You wish to cancel this policy after 14 days, subject to there being no claims pending or having been paid, Policy Expert may charge You a cancellation fee and will arrange for a pro rata refund equal to the unused cover. Details of cancellation fees can be found in the Policy Expert Terms and Conditions on www.policyexpert.co.uk or by calling Policy Expert.

What is Covered

- i. In the event of an **emergency** occurring in **your property**, we will pay **your** claim up to the **claim limits** subject to the terms, conditions and exclusions of this policy against an insured event within the **territorial limits** where **you** notify us during the **period of insurance**.

What is Not Covered

This policy is designed to assist you in an **emergency** and will not cover situations which **we** and/or **our contractors** do not deem to be an **emergency**. This includes any general maintenance or upkeep required to maintain **your property** in a good state of repair.

In addition to the specific exclusions detailed in the following sections, **we** will not cover circumstances known to **you** prior to the commencement date of this insurance.

Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in **bold** in this policy.

Claims Helpline Service

The Helpline Service, which is operated by LIMemergency. The **claims helpline service** provides assistance to **you** in an **emergency**. **You** must contact this Helpline Service to report any potential claims as soon as possible.

Claim Limit(s)

The amount **We** will pay in respect of any one claim for **Emergency Work** shall be limited to a maximum of £500 per inclusive of VAT.

The amount **We** will pay in respect of all claims made during any one Period of Insurance for alternative heating, boiler replacement contribution and alternative accommodation shall be limited to the maximum of the limits shown below inclusive of VAT;

Alternative heating contribution - up to £100.

Alternative accommodation - up to £250.

Boiler replacement contribution:

Boilers aged between 0 - 4 years up to £500

Boilers aged between 5 - 7 years up to £300

Boilers aged between 8 - 10 years up to £200

Boilers aged 11 years and over up to £150

Contractor

A qualified person approved and instructed by the **claims helpline service** to undertake **emergency work**. (This may include a Local Authority in the case of Pest Infestation).

Emergency

A sudden and unforeseen situation which if not dealt with quickly would result in damage that would otherwise be unstoppable and:-

- i. render the **property** unsafe or insecure; or
- ii. damage or cause further damage to the **property**; or
- iii. cause excessive discomfort, risk or difficulties for or to **you**.

Emergency Work

Work undertaken by the **contractor** to resolve an **emergency** by completing a **temporary repair** (or a **permanent repair** where this can be done at a similar cost) in respect of the occurrences covered by this insurance subject to the policy **claim limits**.

In relation to **emergency work** the cost shall be limited to:

- The **contractor's** call-out charge
- The **contractor's** labour
- Parts and materials

In relation to Pests, this shall mean the removal or control thereof.

Insured Person, You, Your

The person who has paid the premium and is named in the **schedule** as the **insured person**.

Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk or by contacting them on 0845 606 1234. UK General Insurance Limited registration number is 310101.

Period of Insurance

The **period of insurance** shown in the **schedule**.

Permanent Repair

Repairs or work required to permanently resolve the reason for the **emergency** occurring. **We** will only undertake a **permanent repair** if the cost to do so is similar to doing a **temporary repair**. Any parts and materials which **our contractors** install in a **permanent repair** are guaranteed for 12 months.

Policy Expert

The agent that sold **You** this policy. Should **You** wish to cancel or change **Your** policy, please contact **Policy Expert** on 0330 600 601.

Primary Heating System

The principal central heating and hot water systems excluding any form of solar heating system and non-domestic central heating boiler or source.

Property

Your principal private dwelling residence owned by **you** and detailed in the **schedule**.

Ring-Fencing

Where credit or debit card details will need to be left and funds temporarily held in the event that a claim cannot be validated or is not covered by this insurance. If a claim is not valid, funds will be processed.

Schedule

The document which shows details of **you** and this insurance and is attached to and forms part of this policy.

Service

All attempts made by **Us** and the **Contractor** to rectify, repair, limit or prevent damage in respect of the items covered by this policy following an **Emergency**.

Temporary Repair

A repair which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

You will be responsible for organising replacement of a **Temporary Repair** with a **permanent repair**.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Uneconomical

Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.

We, Us, Our

The **insurer** and/or Legal Insurance Management Limited. Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983.

This can be checked on the Financial Services Register at www.fca.org.uk or by contacting them on 0845 606 1234.

What's covered

Emergency work where one or more of the following has occurred in the **property**:-

Section 1 - Plumbing and Drainage

What is Covered

1. Damage to or failure of the plumbing and drainage system where internal flooding or water damage to the **property** is a likely consequence.
2. Blocked toilet(s).
3. Blocked external drains within the boundaries of the **property** where this can be resolved by jetting.

What is Excluded

1. The replacement of water tanks, cylinders, and central heating radiators; external toilets; external pipes, taps.
2. Overflows not causing internal water damage.
3. Blocked toilets where this has been caused as a consequence of wilful misuse.
4. All public sewers, drains and pipe work which are maintained by local utilities or service undertakings.
5. Descaling and any work arising from hard water scale deposits.
6. Dripping taps or systems where water is safely escaping down a drain.
7. Failure of waste disposal units.
8. External overflows unless internal damage is a likely consequence.
9. Leakage of water from swimming pools or hot tubs.
10. The repair of domestic appliances that are leaking water, other than from external fixed pipe work.

Section 2 - Internal Electricity, Gas and Water Supplies

What is Covered

1. Electricity failure of at least one complete circuit.
2. Gas leak.
3. Water supply system failure.

What is Excluded

1. Repair work to or the cost of replacing lead pipework.
2. The interruption or disconnection of public services to the property however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system.
3. External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
4. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration system for swimming pools and any leisure equipment.
5. Descaling and any work arising from hard water scale deposits.
6. Photovoltaic systems (solar electricity systems).

Section 3 - Security

What is Covered

We will replace or repair an external lock, door or window and secure the **property**, where as a consequence of its' damage or failure:-

1. Access is prevented to the living area of the property.
2. There exists an inability to secure access to the main living area of the Property

What is Excluded

1. Internal locks, doors or glass which do not provide access to the main living area of the property.
2. Garages or outbuildings.
3. Any damage caused by the **contractor** in gaining access to the **property**.
4. Non-accessible window locks.
5. Doors subject to swelling.

Section 4 - Lost Key

What is Covered

The appointment of a locksmith to secure and gain entry to the Property following the loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.

What is Excluded

1. The loss of keys to internal doors, garages and outbuildings.
2. Any damage caused by the **contractor** in gaining access to the **property**.

Section 5 - Primary Heating System

What is Covered

1. A complete breakdown or failure of the **primary heating system**.
2. A contribution towards the cost of purchase or hire by the **insured person** (upon production of an original receipt for payment) of alternative heating sources where these are deemed necessary given the temperatures in the event that the **primary heating system** has failed completely and it is not possible to reinstate the heating within a 6 hour period.

What is Excluded

1. Boilers that are over 238,000 btu net input (70 Kilowatt).
2. Lighting of boilers or the correct operation or routine adjustment of time or temperature controls.
3. Any form of solar heating systems.
4. Power flushing or descaling.
5. The replacement of water tanks, cylinders, and central heating radiators.
6. Faults or failures that in the reasonable opinion of us or the contractor are as a result of the boiler not being maintained to a suitable level.

Section 6 - Pest Infestation

What is Covered

The removal of the following infestations:-

1. Wasp nests.
2. Hornets nests.
3. House mice.
4. Field mice.
5. Rats.
6. Cockroaches.

What is Excluded

1. Where the infestation is not directly affecting the living areas of the **property**.
2. Repeat claims where **you** have failed to follow previous guidance from us or the **contractor** designed to prevent continued or further infestation.
3. The removal of bees or bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If You have a swarm, or bees in the structure of Your Property, You should contact the British Beekeepers Association for guidance: www.bbka.org.uk

Section 7 - Roofing

What is Covered

Sudden and unforeseen damage to the roof of the property.

What is Excluded

1. Damage to flat roofs over 10 years of age.
2. The loss of tiles where no internal damage is occurring.

Section 8 - Boiler Replacement

Contribution

What is Covered

Subject to acceptance of a claim under Section 5 of this policy, where **your** boiler has failed and is deemed by the contractor and us to be **uneconomical** to repair, **we** shall contribute (upon production of an original receipt for payment) towards the cost of a brand new like for like replacement up to a maximum of 50% of the cost of a replacement boiler or the amounts shown within the **claim limits**, whichever is less.

Section 9 - Overnight Accommodation

What is Covered

Overnight accommodation (upon production of an official receipt) where We have been unable to resolve the Emergency and the Property is rendered uninhabitable.

Exclusions

We shall not be liable for costs arising from or in connection with:-

1. circumstances known to **you** prior to the commencement date of this insurance.
2. any system and equipment including boilers which has not been properly installed in accordance with the manufacturer's instructions, or it has been incorrectly used, modified or has been tampered with, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
3. replacement or adjustment to any decorative or cosmetic part of any equipment.
4. garages, out-buildings, leisure equipment, cesspits, septic tanks or fuel tanks.
5. wilful act or omission or lack of maintenance or neglect by **you**.
6. claims relating to **properties** where there has been no authorised person residing for 30 consecutive days or more.
7. materials or labour charges covered by manufacturers', suppliers' or installers' guarantee or warranty.
8. any other costs or damage that are indirectly caused by the event that led to **your** claim, unless specifically stated in this policy.
9. claims arising within the 48 hours from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy.
10. any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
11. (a) loss or damage to any **property**, or any resulting loss or expense.
(b) any claims 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 nuclear assembly or nuclear component of such assembly.
 - iii. pollution or contamination of any kind whatsoever.
12. any **permanent repair** costs which exceed those that would be incurred in carrying out a **temporary repair**.

General conditions

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Recovery of Costs

We may take proceedings at **our** own expense in **your** name to recover any sums paid under this insurance.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false, fraudulent or exaggerated.

Data Protection Act 1998

The data supplied by **you** will only be used for the purposes of processing **your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which **we** are holding about **you**. If **you** wish to make such an inspection, **you** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

We may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively, to protect **your** interests, or for fraud prevention and detection purposes, **we** may disclose data **you** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Reasonable Care

You must take reasonable care and maintain the **property** and its equipment in good order and take all reasonable precautions to prevent loss or damage.

Where a **temporary repair** has been carried out, the onus will be upon **you** to carry out repairs or work to permanently resolve the reason for the **emergency** occurring. Should **you** fail to carry out the **permanent repair** a **contractor** will not be appointed to undertake any further **emergency work**.

Claims Helpline Service

All potential claims must be reported initially to the **claims helpline service** for advice and support.

We will not accept responsibility if the **helpline** services fail for reasons beyond **our** control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured person's property** is located in Scotland in which case the law of Scotland shall apply.

Making a Complaint

We realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens **we** want to hear about it so that **we** can try to put things right. If **you** have cause for complaint it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care. If **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

Complaints regarding sale of this policy

Please contact:

Customer Services Manager
Policy Expert
Silbury Court East
402 – 420 Silbury Boulevard
Milton Keynes
MK9 2AF

Tel: 0330 0600 601

Complaints regarding a claim

Please contact:

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Tel: 01384 377000

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. you may contact the Financial Ombudsman Service at:

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

Tel: 0845 080 1800

www.financial-ombudsman.or.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

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