

Emergency Assistance Policy Wording

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

All potential claims must be reported to Our Claims Helpline

Claims Helpline - 01977 781849

This Claims Helpline is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. It does not take the place of Your Material Damage Insurance. If the situation is not an Emergency likely to cause insecurity, unreasonable discomfort, risk or difficulties, You should telephone Your Buildings Insurer direct for claims assistance and advice.

HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

- * Before requesting assistance and making a claim check that the circumstances are covered by this insurance.
- * Telephone the Claims Helpline quoting with whom the insurance was arranged and provide details of the problem.
- * To ensure an accurate record Your telephone conversation may be recorded.
- * All requests for assistance must be made to the Helpline and not to the Contractors direct otherwise any Emergency Work will not be covered.
- * The Helpline will obtain a suitable Contractor 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 Helpline and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
- * **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**
- * 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 responsible person at the Property when the Contractor arrives.
 - b) any work not covered by or excluded by this insurance.
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

Please note that if you should engage the services of a contractor prior to making contact with this Helpline 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.

If within 14 days of receipt of this policy You are unhappy with any of the requirements as stated above, please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium less any costs incurred.

POLICY DEFINITIONS

Contractor

A qualified person approved and instructed by the Helpline 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:-

- i) render the Home unsafe or insecure; or
- ii) damage or cause further damage to the Home; or
- iii) cause unreasonable discomfort, risk or difficulties for or to You.

Emergency Work

Efforts made 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 Limit of Indemnity.

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

Helpline

The helpline operated by UK Assistance 247 Ltd.

Insured Person, You, Your

The person or Company who has paid the premium and is named in the Schedule as the Insured Person.

Insurers

UK Underwriting Limited on behalf of:-

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA

Ageas Insurance Limited and UK Underwriting Ltd 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.

Limit of Indemnity

The amount We will pay in respect of any one claim and during any one Period of Insurance as detailed in the Schedule.

For Emergency Work the cost shall be limited to the call-out charges, the number of hour's labour as shown in the Schedule and parts and materials, subject to the maximum amount payable as shown in the Schedule.

Period of Insurance

The period shown in the schedule.

Permanent Repair

Repairs or work required to permanently resolve the reason for the Emergency occurring.

Primary Heating System

The principal central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding any form of solar heating system and non-domestic central heating boiler or source.

Property

The private residence having no more than 10 rooms, owned by You but let to tenants, situated in the United Kingdom, Channel Islands or Isle of Man.

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.

Uneconomical

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

We, Us, Our

The Insurers and/or Legal Insurance Management Ltd, the Coverholder.

Legal Insurance Management Ltd is authorised and regulated by the Financial Services Authority.

INSURED EVENTS

Emergency Work where one or more of the following has occurred in the Property:-

(Section 1) Plumbing and Drainage	
What is Covered?	What is Excluded?
<ul style="list-style-type: none"> 1) Damage to or failure of the plumbing and drainage system damage where internal flooding or water damage is a likely consequence. 2) Blocked toilet. 3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting. 	<ul style="list-style-type: none"> 1) The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage. 2) Blocked toilets where this has been caused as a consequence of wilful misuse. 3) All public sewers, drains and pipe work which are maintained by local utilities or service undertakings. 4) Descaling and any work arising from hard water scale deposits. 5) Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units. 6) External overflows unless internal damage is a likely consequence or the leakage of water from swimming pools. 7) The repair of domestic appliances that are leaking water, other than from external fixed pipe work. 8) Leaking waste pipes.
(Section 2) Internal Electricity, Gas, and Water Supplies	
What is Covered?	What is Excluded?
<ul style="list-style-type: none"> 1) Electricity failure of at least one complete circuit. 2) Gas leak. 3) Water supply system failure. 	<ul style="list-style-type: none"> 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 and the plumbing and filtration system for swimming pools. 5) Descaling and any work arising from hard water scale

	deposits.
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(Section 3) Security	
What is Covered?	What is Excluded?
1) External lock failure or damage. 2) External door failure or damage. 3) External window failure or damage.	1) Internal locks, doors, glass, external garages or outbuildings. 2) Any damage caused by the Contractor in gaining access to the Property. 3) Window locks. 4) Doors subject to swelling.
(Section 4) Lost Key	
What is Covered?	What is Excluded?
Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.	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?	What is Excluded?
The Primary Heating System has failed or broken down completely.	1) Boilers that are over 15 years old or 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.

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, equipment including boilers or facility which has not been properly installed, maintained, serviced or repaired in the last 12 months or, where longer, in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, 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, cesspits, septic tanks or fuel tanks.
5. wilful act or omission or lack of maintenance or regular servicing or neglect by You.
6. claims relating to Properties left unoccupied.
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 14 day cooling off period from the date of inception.
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 or any consequential loss.
 (b) any legal liability 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.

12. claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.
13. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Repair.
14. any Letting Room where the water supply to that room is not capable of being separately isolated from the remainder of the Property.

CONDITIONS

Reasonable Care

You must take reasonable care and maintain the Home 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.

Fraud

If any fraudulent claim is made or any fraudulent means or devices are used to obtain benefit under this Insurance, all benefit hereunder shall be forfeited.

Recovery of Costs

We may take proceedings at Our own expense in Your name to recover any sums paid under this insurance.

Data Protection

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.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. 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, 16-18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

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.

Cancellation of the Policy

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, please return it to Your Agent within 14 days of issue we will refund your premium less costs incurred.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. In such circumstances We will return the unexpired portion of the premium for the period of cover. You may cancel the cover at any time but will not be entitled to the return of any of the premium other than within the first 14 days following issue of the policy. We reserve the right to cancel Your policy based on evidence of Service abuse.

HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

1. Before requesting assistance and making a claim check that the circumstances are covered by this insurance. It is the responsibility of You (the owner of the Property) to call the Helpline and request assistance and We reserve the right not to act upon the request of any tenant occupying the Property.
2. Telephone the Helpline quoting with whom the insurance was arranged and provide details of the problem.
3. To ensure an accurate record Your telephone conversation may be tape recorded.
4. All requests for assistance must be made to the Helpline and not to the Contractors direct otherwise the Work will not be covered.
5. The Helpline will obtain a suitable Contractor provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.
6. The Helpline and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
7. **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**
8. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
9. You will be asked to pay the cost of:-
 - a) call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy
 - b) all charges in excess of the Limits of Indemnity
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
10. 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.
11. 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.

GOVERNING LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured Person's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland, in which case the law of Scotland shall apply.

COMPLAINTS PROCEDURE

In the event of a complaint arising under this insurance, You should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter You should write to: -

The Managing Director
Legal Insurance Management Ltd
16 - 18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

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

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:-

Head of Claims
UK Underwriting Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

This applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

This does not affect Your statutory rights.

COMPENSATION SCHEME

Ageas Insurance Ltd 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