



# Emergency Assistance Policy Wording

## IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

All potential claims must be reported to Our Claims Helpline

### **Claims Helpline - 0870 241 2480**

**This Claims Helpline is only in respect of Home Emergency Breakdown and cannot assist with any other insurance matter. It does not take the place of Your Household Insurance. If the situation is not an Emergency likely to cause insecurity, unreasonable discomfort, risk or difficulties, You should telephone Your Household 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.
- \* Ensure that a current, valid Gas Safety Certificate for the boiler is available for inspection by the Contractor, in respect of gas boiler or primary heating claims.
- \* Telephone the Claims Helpline quoting with whom the insurance was arranged and provide details of the problem. In the event that Your claim involves a boiler, please ensure that you have available the Make, Model and Serial Number. Assistance will only be provided where the landlord is not the tenant has telephoned.
- \* 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 Home 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 no one at Home 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 will 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

### **Agent**

The Agent appointed by the Coverholder to transact this Insurance with You.

### **Contractor**

A qualified person approved and instructed by the Helpline to undertake Emergency Work.

### **Emergency**

An 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.

### **Helpline**

The helpline operated by UK Assistance 247 Ltd.

### **Home**

The private residence having no more than 15 rooms, owned by You, but let to tenants situated in the United Kingdom, Channel Islands or Isle of Man and having no more than four tenants.

### **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:-

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO5 3 3YA.

Legal Insurance Management Ltd, UK Underwriting Limited and Fortis Insurance 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](http://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, one hour's labour 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.

### **Pest**

Wasp nests, hornet nests, house mice, field mice, and rats.

### **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.

### **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.

### **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.

## Cover

In consideration of payment of the premium for this insurance UK Underwriting Limited on behalf of the Insurers, agrees subject to the terms, exclusions and conditions of this policy to indemnify You up to the Limit of Indemnity in respect of the Insured Events described below occurring in the Home during the Period of Insurance.

This Insurance is administered by Legal Insurance Management Ltd of, 18 Hagley Road, Stourbridge, West Midlands DY8 1PS as Coverholder of the Insurers.

## Insured Events

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

### Plumbing and Drainage

The plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage.

### Electricity

The electricity supply system has failed or broken down.

### Security

The external locks, doors or windows have either failed or been damaged and the failure or damage is such as to render the Home insecure.

### Lost Key

You have lost the only available key to the Home and are unable to replace it or gain normal access.

### Primary Heating System

The Primary Heating System has failed or broken down completely.

### Pest Infestation

The home has been infested by Pests and their removal or control is required.

Overnight accommodation up to the maximum shown within the schedule (upon production of an official invoice) where it has not been possible to resolve the Emergency following Emergency Work carried out by the Contractor and the Home 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, equipment including boilers or facility which has not been properly installed, maintained 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. boilers over 15 years old or breakdown of boilers during the months of July and August.*
- 4. replacement or adjustment to any decorative or cosmetic part of any equipment.*
- 5. lighting of boilers or the correct operation or routine adjustment of time or temperature controls.*
- 6. Primary Heating System claims where a valid and current Gas Safety Certificate is not available for inspection at the Home when the Contractor calls.*
- 7. garages, out-buildings, cesspits, septic tanks or fuel tanks.*
- 8. wilful act or omission or lack of maintenance or regular servicing or neglect by You.*
- 9. claims arising if the Home is unoccupied where no current tenancy agreement is in force.*
- 10. the interruption or disconnection of public services to the Home however caused, or the failure, breakdown or interruption of the main electricity or water or gas supply system or gas leaks.*
- 11. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.*
- 12. the repair or replacement of water tanks and cylinders, external WCs, central heating radiators, external pipes, taps and overflows not causing internal water damage.*
- 13. the first amount (the Excess) as detailed in the Schedule of each and every claim.*
- 14. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy.*
- 15. all public sewers, drains and pipe work which are maintained by local utilities or service undertakings.*
- 16. claims arising within the 14 day cooling off period from the date of inception.*
- 17. internal locks, doors, glass, or the loss of keys to internal doors, external garages or outbuildings.*
- 18. the repair of domestic appliances that are leaking water, other than from external fixed pipe work.*
- 19. descaling and any work arising from hard water scale deposits.*
- 20. locks, doors and windows to detached garages and outbuildings.*
- 21. any damage caused by the Contractor in gaining access to the Home due to the failure of the locks or lost keys.*
- 22. external lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.*
- 23. electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools.*
- 24. dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.*
- 25. external overflows or drains not causing internal water damage or the leakage of water from swimming pools.*
- 26. any form of solar heating systems.*
- 27. 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.*

28. *loss or damage to any property, or any resulting loss or expense.*

29. *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.*

30. *claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.*

31. *any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Repair.*

## 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.

## 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 hereon.

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, 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 or to protect Your interests We may disclose data You have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers.

## 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. Failure by You to pay any part of the premium when due shall be deemed to be cancellation of the cover, with effect from midnight on the due date. We reserve the right to cancel Your policy based on evidence of Service abuse.

## How to arrange assistance and make a claim

Before requesting assistance and making a claim check that the circumstances are covered by this insurance.

2. Telephone the Helpline quoting with whom the insurance was arranged and provide details of the problem.  
**Assistance will only be provided where the landlord telephones the Helpline.**
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 Home 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. For claims relating to overnight accommodation, original invoices should be submitted directly to Legal Insurance Management Ltd, 18 Hagley Road, Stourbridge, West Midlands, DY8 1PS.

9. You will be asked to pay the cost of:-
  - a) call-out charges if there is no one at the Home when the Contractor arrives.
  - 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 Home 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 will 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  
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  
2 Gibraltar House  
Bowcliffe Road  
Leeds  
LS10 1HB

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

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).