

Property Emergency Insurance

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Welcome

Thank you for choosing T&R Direct to provide your Property Emergency insurance policy, which is underwritten by Financial & Legal Insurance Company Limited. As a T&R Direct customer you now have Property Emergency insurance to protect you in relation to the benefits set out in this policy.

This policy meets the needs of a customer who wishes to protect against a variety of unforeseen emergencies in their property. This insurance covers emergencies as detailed within this policy document. A summary of the cover provided by this policy is shown in your Insurance Product Information Document (IPID) document.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the Cancellation condition for full details.

Please read your policy document carefully and keep it in a safe place.

Our agreement

This insurance is a contract between **us** and **you**.

We will, subject to the terms of this **policy**, provide **you** with the insurance set out in the **policy** in respect of claims occurring during the **period of insurance** shown in the **certificate of insurance** and for any subsequent period for which **we** may accept a renewal premium.

You must ensure that all the information **you** have given to **us** is accurate to the best of **your** knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

The **policy**, **certificate of insurance** and any endorsements must be read together as one document. If **you** would like these documents in another format please let **us** know.

Signed on our behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

The meaning of words in this policy

Throughout this document, there are certain words and phrases which have a specific meaning. These apply wherever they appear in **bold** type and are explained below.

Approved contractor:	A tradesperson approved and authorised by us in advance to carry out repairs.
Certificate of insurance:	The document issued to you which details your name and home address.
Emergency:	A sudden and unexpected event at your property which if not dealt with immediately will - expose you or a third party to a risk to their health or - make your property unsafe or unsecure or - will cause damage or further damage to your property and its contents or - will leave your property without mains services .
Emergency Repair:	A temporary repair carried out by an approved contractor which is necessary to resolve the immediate emergency , but which will need to be replaced by a permanent repair .
Excess:	Nil amount of each and every claim.
Insurance broker:	T&R Direct.
Insurer:	Financial & Legal Insurance Company
Mains Services:	Mains drainage to the boundaries of your property , water, electricity and gas within the property .
Period of Insurance:	12 calendar months from the date of inception as detailed on the certificate of insurance.
Permanent Repair:	A repair or other work necessary to put right the damage caused to your property by the emergency .
Policy:	Your Property Emergency insurance explained within this policy wording and accompanying certificate of insurance .
Policyholder/You/Your:	The person named on the Property Emergency certificate of insurance and any member of

	your family permanently residing with you .
Property:	The house, bungalow or self-contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in your Property Emergency Certificate of Insurance. This excludes static caravans, bed-sits or properties with multiple occupation/residential or nursing homes.
Territorial Limits:	The United Kingdom and Northern Ireland.
Unoccupied:	Not been lived in by you or your Family, or any other person with your permission.
You/your:	The person named on the Property Emergency certificate of insurance and any member of your family permanently residing with you .
We/Us/Our:	means Financial & Legal Insurance Company Limited.

Consumer information (disclosure and representations) Act 2012

You are required by the provisions of the above to take care to:

- Supply accurate and complete answers to all questions **we** or **your insurance broker** may ask as part of **your** application for cover under the **policy**;
- To make sure that all information supplied as part of **your** application for cover is true and correct; and
- Tell **us** of any changes to the answers **you** have given as soon as possible

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** purchase, renew or make any changes to **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim, or **we** may not pay a claim in full.

How we handle claims

Major Emergencies which may result in serious damage or danger to **you** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public **Emergency Services**.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999

When **you** become aware of a possible claim under this policy, **you** must notify **us** immediately by telephone on: **0161 603 2189** Lines are open 24/7.

We will then advise **you** how to protect **yourself** and **your property**.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

When **you** call **us**, **you** will need to pay any **excess** shown on **your** Property Emergency **certificate of insurance** by debit or credit card.

We will then arrange for an **approved contractor** to assess the situation and carry out **emergency** Repairs to **your property** to stabilise the situation and remove the **emergency** or restore the normal operation of the boiler or warm air unit.

Where the cost of a **permanent repair** is similar to the cost of an **emergency repair** **we** may, at **our** sole discretion, authorise **our approved contractor** to undertake a **permanent repair** to **your property**.

We will pay up to a maximum as detailed on **your** Property Emergency **certificate of insurance** for any claim including VAT, call-out charges, labour, parts and materials,

Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all emergencies covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that **we** will pay and the maximum number of claims **you** can make during any **period of insurance** is detailed on **your** Property Emergency **certificate of insurance** including VAT.

How to make a complaint

Our aim is to provide a first-class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a complaint about the sale of this **policy**, please contact **your insurance broker**.

If **you** feel that **we** have let **you** down and **you** wish to raise a complaint, please contact **us** on 0161 495 4490 or in writing to **The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW**. Please quote the reference number on **your certificate of insurance** on all correspondence.

Our staff will attempt to resolve **your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **we** will write to **you** and let **you** know what further action **we** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or E:Mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The use of these facilities does not affect **your** right to take legal action.

What is insured

This insurance is a Property Emergency Assistance policy and not a household buildings or contents policy.

This Insurance does not cover normal day-to-day **property** maintenance which **you** should carry out or pay for, such as items which tend to gradually wear out over a period of time or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers.

We undertake to provide rapid, expert help if **you** suffer an **emergency** in **your property** arising from an incident covered under the policy. **We** will arrange for one of **our approved contractors** on **our** nationwide list of authorised tradesperson to attend and take action to stabilise the situation and deal with the **emergency**.

Insured incidents

The specific areas of cover provided by this **policy** are noted, below.

Property Emergency

Within the **period of insurance**, the **insurer** will pay for the repairs which **we** consider to be an **emergency at your property** due to the following causes, which has occurred within the **territorial limits** and between limits and up to the claim limit shown in **your Property Emergency Certificate of Insurance**. Claims will be handled by **our** claims department and the repairs will be carried out by an **approved contractor**.

What's covered	What's not covered
Bursting or sudden leakage of water pipes within your property	<ul style="list-style-type: none"> ▪ dripping taps. ▪ burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap. ▪ slow seepage from joints or gaskets which does not involve a sudden escape of water. ▪ leaking overflows. ▪ the results of hard water scaling deposits. ▪ breakage of any basin, bath, bidet or shower base.
Failure of or damage to pipes, drains or sewers	<ul style="list-style-type: none"> ▪ blockage of soil or leaves or the build up of fats, oils or debris. ▪ cleaning drains or the results of hard water scaling deposits. ▪ shared drains. ▪ detached outbuildings or garages. ▪ rainwater guttering and down pipes, manholes, coverings. ▪ malfunctioning or blockage of cesspits or septic tanks and their associated pipe work. ▪ swimming pools or similar, whirlpool bathtubs or spa baths, decorative features including but not limited to ponds, fountains and any associated pipes, valves or pumps.
Failure of your mains services for which you are legally responsible	<ul style="list-style-type: none"> ▪ loss or damage arising from the utility company interrupting or deliberately disconnecting the

	<p>mains services or any equipment they are responsible for.</p>
<p>Complete failure of your central heating system involving a boiler or warm air unit</p>	<ul style="list-style-type: none"> ▪ replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts. ▪ any costs for work recommended as being undertaken following a service of your boiler or warm air unit. ▪ any intermittent or reoccurring fault. ▪ any water pressure adjustments or failure caused through hard water scale or sludge. ▪ gas leaks from any pipes or appliances. ▪ any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions. ▪ any boiler or system noise. ▪ any radiator valves. ▪ any airlocks in the central heating piping. ▪ any costs relating to the repair or replacement of the central heating pump or wall or room thermostat. ▪ the results of hard water scaling deposits. ▪ where the boiler is over 10 years old. ▪ where the heating system has an output of more than 60kw per hour capacity.
<p>Damage to the mains electrical wiring system and components (fuse box, light fittings, switches, sockets)</p>	<ul style="list-style-type: none"> ▪ domestic appliances with a plug. ▪ routine maintenance tasks such as replacing light bulbs or fuses. ▪ external lighting. ▪ non-permanent buildings such as greenhouses or sheds. ▪ where an appliance has caused a circuit to fail or trip. ▪ any garage or outbuilding which is connected to a separate meter to that of your property.

	<ul style="list-style-type: none"> ▪ swimming pools, fish tanks, ponds, burglar and smoke alarms, security cameras, satellite/TV equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, underfloor heating, power generating systems such as wind and solar. ▪ external garden areas. ▪ rubber or lead covered cables. ▪ complete system rewire.
Damage to, or mechanical failure of, the only accessible toilet or cistern in your property which results in complete loss of function.	<ul style="list-style-type: none"> ▪ any claim where there is another working toilet within your property. ▪ breakdown of, loss of or damage to compost or macerator pump operated toilets. ▪ cost of replacement ceramics.
Removal of wasp nests, field or house mice or brown rats within your property	<ul style="list-style-type: none"> ▪ any infestations or pests in gardens, or outbuildings. ▪ any damage caused by the pests or infestations or by their removal.
Break-in or vandalism compromising the security of your property	<ul style="list-style-type: none"> ▪ breakage of internal glass or doors. ▪ vandalism caused by anyone staying at your property with your permission. ▪ any loss not reported to the Police.
We will appoint an approved contractor to assist you if you lose or damage the only available key to your property or if you are unable to gain access to your home due to failure or damage to the external locking mechanism	<ul style="list-style-type: none"> ▪ Any theft of keys, vandalism or malicious damage not reported to the police.
Where your property is rendered not fit to live in as a result of an emergency covered by this policy, if you ask us we will arrange and pay up to a total of £250 for reasonable overnight	

What is not insured

These are general exclusions which apply to the whole **policy** where **we** are not able to provide insurance cover. Please read these carefully as these are circumstances where **you** will not be covered.

1. Prior claims

Any claim or incident which may lead to a claim and which **you** knew about or ought reasonably to have known about before the start of this **policy**.

2. Dishonesty, deliberate acts, violence and fraud

Any claim

- a. involving actual or alleged dishonesty or violence by **you**;
- b. or statement which is overstated, false or fraudulent;
- c. for loss or damage caused by or arising from your intentional act of wilful neglect; or
- d. if you fail to comply with **our** 'How we handle claims' provisions

We will have the right to refuse to pay a claim or to cancel this insurance from the date of the act.

3. Other insurance

Any costs, which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s). **We** will only pay **our** share of any claim.

4. Territorial limits

Any claim which occurs outside the United Kingdom or Northern Ireland.

5. War risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

6. Radioactive contamination and pressure waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event.

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Cover does not apply in respect of the following:

- The **excess** that is shown on **your** Property Emergency **certificate of insurance**.
- An **emergency** which happens before the period of insurance or within 48 hours of **you** buying the policy for the first time
- Any loss or damage arising from faults, damage or infestation that **you** were aware of at the time **you** entered into this contract
- Any costs incurred when **you** have not notified **us** and received **our** prior agreement.
- Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement.
- Damage incurred in gaining necessary access or the cost of effecting **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **property**.
- Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
- Any claim when the **property** has been left **unoccupied** for 30 consecutive days or more.
- Any claim where the **property** is used for any business purposes
- Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
- Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **our** part can be demonstrated. An example of this would be loss of wages as a result of an **emergency**.
- Costs associated with any other **property**, home contents or communal/shared areas of **your property**.
- Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
- Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our approved contractor** to ensure that the original fault has received a **permanent repair**.
- Any claim where no fault is found.
- Failure of any services where the problem is situated outside the boundary of the plot of land on which **your property** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.

Conditions

These are requirements which need to be continually met to ensure your cover is valid. Please follow these guidelines carefully.

1. Observance of terms

Anyone making a claim under this **policy** must have **your** permission and observe the terms under this **policy**.

2. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person in relation to the Contracts (Right of Third Parties) Act 1999.

3. Recoveries

We reserve the right, at **our** own expense, to take over proceedings in **your** name to recover any payment made under this **policy**. If **you** recover costs previously paid under this **policy** those costs must be immediately repaid to **us**.

4. Governing Law

This **policy** is subject to the law applicable to **your** place of residence in the United Kingdom or Northern Ireland.

5. Assignment

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** to anyone else without **our** prior written consent.

You must take all reasonable steps to protect **your property** and prevent loss and damage and to maintain **your property** in sound condition and good repair.

All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **you** should keep all service documentation in case it is needed when **you** make a claim

If any claim under this policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and (if appropriate) recoverable. **We** shall not be liable to **you** in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and

- **We** need not return any premiums paid
- **We** may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation.

When **you** become aware of a possible claim under this policy, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own appointed contractor, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.

You must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance policy.

If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.

Cancellation

You may cancel this **policy** within 14 days of its inception without any premium charge provided that there have been no claims. After that **you** may cancel the **policy** at any time however no refund of premium will be available. If **you** cancel the **policy** **you** must contact **your insurance broker**.

We may cancel this **policy** at any time provided that **we** give **you** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud or dishonesty.

Where **we** cancel this **policy** no refund of premium will be available. If **we** cancel the **policy** **we** will write to **you** at **your** address shown in **our** records.

How you and insurers are protected

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this **policy** **you** may be entitled to compensation from the Compensation Scheme.

How we use your personal information

We are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**. **We** refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** brokers, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**. For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing us at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England under Company No. 03034220.