



QUOTE2INSURE

Quote 2 Insure

Home Emergency Policy



If You need to make a claim...

Emergency Claims Helpline Service

01384 88 40 40

Operates 24 hours a day 365 days a year.

Calls to the helpline cost up to 12p per minute from your landline and up to 45p from your mobile. Please note, charges may vary depending on your network provider.

How to Arrange Assistance and Make a Claim

1. Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
2. The Claims Helpline Service will obtain a suitable Contractor.
3. The Claims Helpline Service and the Contractor will use their discretion as to when and how the Emergency Work is undertaken.
4. You must ensure that whilst the Contractor is at the Property an appropriate person to authorise any work is also present.
5. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
6. 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 Claim Limits.
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
7. Where the Contractor and Us deem Your boiler to be Uneconomical to repair, You will be required to provide an original invoice showing payment for a brand new replacement boiler prior to Us paying any benefit under the Boiler Replacement Contribution section of this policy.
8. 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.

Maintenance of Your Property

It is very important to remember that Your Home Emergency Policy is not a service or maintenance policy and that it is Your responsibility to ensure that You undertake regular general maintenance of the Property and carry out regular servicing of appliances.

What You need to know about Your policy...

Capitalised Words

Capitalised words and phrases that appear in the wording below have a special significance. To aid Your understanding, these are set out within the full definitions in a separate section of this policy.

What is an Emergency?

For cover to apply under this policy, the situation that arises must fall within the definition of an emergency under each respective section of cover in the policy.

For Your ease of reference, where we outline an emergency under each section of cover, this will be highlighted in purple.

Notification of Your claim

In the event of an emergency occurring at Your Property, Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.

Please note that if You should engage the services of a contractor prior to making contact with the Claims Helpline Service any costs that You incur are not covered by this insurance.

Where an emergency arises under this policy, cover is conditional upon the grant of access to the Property by the Contractor within 24 hours of the notification of Your claim.

Claims must be reported to the Claims Helpline within 48 hours of discovering the emergency unless You can demonstrate to Us that significant circumstances prevented You from notifying Us.

Thereafter, Your claim will not be considered to be an emergency under this policy.

Validating Your Policy

Where it is not possible to validate Your claim at the time of initial notification, We may Ring-Fence funds, meaning that 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.

Material Damage Policies

This policy 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, excessive discomfort, risk or difficulties, You should telephone Your Buildings insurer direct for claims assistance and advice.

Maintenance of Your Property

It is a requirement of this policy that You maintain equipment in Your Property including boilers or any facility in accordance with the manufacturer's recommendations.

Co-operation

You shall at all times co-operate with Us and give to Us and/or the Contractor, evidence and documents as requested to support Your claim, at Your own expense.

Defined words

in Your Policy

(continued)

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

Agent

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

Claim Limit(s)

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

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

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 Work

Work undertaken by the Contractor to resolve an emergency by completing a Temporary Resolution or 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 Pests, this shall mean the removal or control thereof.

Helpline

The Claims Helpline Service is operated by LIMemergency.

Insured Person, You, Your

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

Insurer

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Insured Areas

Pest Infestation – Any room inside of the Property

including any outbuildings to which you have direct access without stepping outside of the Property.

Primary Heating System – The bedroom (not including spare bedrooms), living room, dining room and kitchen.

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.

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 having no more than 20 rooms and owned by You.

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 Resolution or Repair

A resolution or repair which will resolve an emergency but will need to be replaced by a Permanent Repair.

Territorial Limits

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

Defined words

in Your Policy

(continued)

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

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

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

What this insurance covers...

Section 1 – Plumbing and Drainage

Emergency Work following damage to or failure of the plumbing and drainage system which:-

- i) means that internal flooding or water damage is a likely consequence and You anticipate that You will not be able to contain the leak (providing You with enough time to make a repair); or
- ii) means that You do not have access to a toilet within Your Property; or
- iii) causes external drains within the boundary of the property to be blocked where this can be resolved by jetting.

Excluding:-

- 1) the replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes and taps;
- 2) overflows not causing internal water damage;
- 3) blocked toilets where this has been caused as a consequence of wilful misuse or the internal workings of the flush;
- 4) Saniflo systems or other macerator based systems;
- 5) all public sewers, drains and pipe work which are maintained by local utilities or service undertakings;
- 6) descaling and any work arising from hard water scale deposits;
- 7) dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units;
- 8) external overflows unless internal damage is a likely consequence or the leakage of water from swimming pool or hot tubs;
- 9) the repair of domestic appliances that are leaking water, other than from external fixed pipe work;
- 10) costs that should be shared proportionately across all responsible parties;
- 11) shared drains;
- 12) blocked drains which have occurred due to wilful misuse;
- 13) where there is a leak from a shower, bath or sink when in use and there is another means of bathing or washing at the Property.

Section 2 – Internal Electricity

Emergency Work following the electricity failure of at least one complete circuit which:-

- a) cannot be resolved by carefully resetting the fusebox; and
- b) would not be more appropriately resolved by the regional electricity network supplier.

Excluding:-

- 1) external lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs;
- 2) 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;
- 3) photovoltaic or geothermal systems;
- 4) where an appliance has caused a circuit to fail or trip.

Section 3 – Gas Supply

Following the advice and/or remedial work by Your local gas board, Emergency Work as result of a gas leak within the Property.

Excluding:-

- 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 gas supply system.

Section 4 – Water Supply

Emergency Work following a water supply system failure to:-

- a) the kitchen; or
- b) the bathroom where there is no other water supply available in that room.

Excluding:-

- 1) the interruption or disconnection of public services to the Property however caused, or the failure, breakdown or interruption of the mains water supply system;
- 2) where You have access to a water supply in another bathroom;
- 3) descaling and any work arising from hard water scale deposits.

What this insurance covers...

(continued)

Section 5 – Primary Heating System

Emergency Work following the complete breakdown of the Primary Heating System which:-

- i) results in the complete loss of heating to the Insured Areas of Your Property and/or
- ii) results in the complete loss of hot water.

We will pay 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.

Excluding:-

- 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 geothermal or solar heating systems;
- 4) power flushing or descaling;
- 5) the replacement of water tanks, cylinders, and central heating radiators;
- 6) overflows not causing internal water damage;
- 7) where an immersion heater or similar is available to resolve the failure;
- 8) intermittent faults;
- 9) where there is a loss of hot water but there is use of an electric shower at the property;
- 10) lack of maintenance or neglect by You (where a boiler has not been serviced in the last 12 months or if You live in a hard water area and the fault may be due to a build-up of limescale You may be asked to provide card details before a Contractor is sent to Your Property)
- 11) re-setting of boilers;
- 12) where a boiler can be operated manually to resolve the loss of hot water and/or heating.

Section 6 – Pest Infestation

Emergency Work following an infestation as a result of the following pests/nests which directly affect the Insured Areas of the Property and there is clear evidence of the infestation.

- 1) Wasp nests.
- 2) Hornet nests.
- 3) House mice.
- 4) Field mice.
- 5) Rats.
- 6) Cockroaches.

Excluding: -

- 1) Repeat claims where You have failed to follow previous guidance from Us or the Contractor to prevent continued or further infestation;
- 2) The removal of bees and 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 – Cooking System

Emergency work following the complete failure or breakdown of the only permanently installed cooking system.

Excluding: -

- 1) Failure or breakdown of any cooking system that is not permanently installed in the Property

Conditions of Your policy (continued)

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 claim which has not been accepted under this policy;
3. any system, equipment including boilers or facility which has not been properly installed or maintained in accordance with the manufacturer's instructions;
4. any system which has been incorrectly used or modified, or has been tampered with;
5. any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
6. replacement or adjustment to any decorative or cosmetic part of any equipment;
7. garages, out-buildings, leisure equipment, cesspits, septic tanks or fuel tanks unless appropriately covered under the Pest Infestation section of this policy;
8. wilful act or omission or lack of maintenance or neglect by You;
9. claims in the 7 days immediately following Your first occupation of the Property, or claims in the 7 days immediately following Your reoccupation of the Property where there has been no authorised person residing for 30 consecutive days or more;
10. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
11. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy;
12. 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;
13. any costs that would be more appropriately recovered under any other insurance;
14. 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;
15. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Resolution or Repair;
16. circumstances which are not sudden or unforeseen.
17. Emergency Work that has not been carried out within 24 hours of the Contractor's initial diagnosis or within 48 hours of the required parts becoming available to make a Permanent or Temporary Repair.
18. in circumstances where We have gone beyond Your insurance policy's Claim Limit or policy cover; e.g. Good will gestures, this does not determine that the same outcome will apply to any future claims.
19. circumstances where You have delayed the Contractor from attending within 24 hours of Your claim being reported to Us;
20. where a Temporary Resolution or Repair has been made, You will be responsible for organising replacement of a Temporary Repair with a Permanent Repair or carrying out further recommendations of the Contractor. If a Permanent Repair or further recommendations have not been carried out and You make a further claim for the same issue, Your claim will not be valid.
21. Where You have an alternative home emergency policy in place under which the emergency would be covered, this insurance will not be valid.
22. any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.
23. any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
24. any loss or damage caused by any sort of war, invasion or revolution;
25. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
26. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

Conditions of Your policy (continued)

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for cover under the policy;
- b) to make sure that all information supplied as part of Your application for cover is true and correct;
- c) tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

Claims

To ensure an accurate record Your telephone conversation may be tape recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise the Work will not be covered.

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.

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 should engage the services of a contractor prior to making contact with the Claims Helpline Service any costs that You incur are not covered by this insurance.

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.

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.

Fraudulent or Exaggerated Claims

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 or fraudulent or exaggerated.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting

<https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer Your insurance policy and meet Our contractual requirements under the policy.

It is important to LIM that You are clear on what information We collect and why We collect it. You can withdraw Your consent at any point by notifying LIM, however if You have an on-going claim this may affect

Conditions of Your policy (continued)

continued cover under Your policy. Should Your data need updating, this can also be done at any point by contacting LIM.

To view Our full privacy notice, You can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing Us at dataprotection@legalim.co.uk. Alternatively, You can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

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.

Due Care

You must take due care to maintain the Property and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a Temporary Resolution or 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.

Cancellation

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 fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter

will be sent to the Insured Person at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

In circumstances where a claimant has failed to reimburse Us for any costs that have been incurred beyond the policy cover We reserve the right to cancel this insurance.

Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884040.

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 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 contact Legal Insurance Management Ltd.

Write to Us: Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Email Us at: claims@limemergency.co.uk

Call Us on: 01384 884040

Conditions of Your policy (continued)

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. This may also apply if You are insured in a business capacity. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower,
London E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.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

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if We cannot meet Our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.