

Thank you

You have selected a **home** emergency policy that will provide assistance to you in your **home**. **We** will respond with expert help if you suffer and emergency arising from an incident covered under this policy, and send a **contractor** out who will take action to resolve the emergency.

The Purpose of this Insurance

This insurance policy is designed to work alongside your household buildings or contents insurance policy. Whilst **we** are happy to assist you in an emergency by sourcing a **contractor**, **we** aren't able to provide you with help relating to day-to-day maintenance of your **home** and its contents.

How to make a Claim It's as easy as...



Major emergencies which could result in loss of life or serious damage to **home** should be immediately advised to the supply company and/or public emergency services.

Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999.



Please look at **your** insurance policy and **schedule** to check **your** level of cover, and have **your** policy number and intermediaries name to hand.

This policy is designed to assist **you** during an emergency. It will not cover situations that are not notified to **us** within

48 hours of the incident.



Call **our** helpline on **01384 885 700**. **Our** helpline is open 24/7, 365 days a year.

We will ask you some questions to check your identity and the details of your emergency. We will talk you through your cover and let you know what we will do next.

Some Important Information

- If we accept your claim, the claims helpline will source a suitable contractor to attend your home and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of emergency repairs, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.
- The **contractor** will invoice the cost of all work covered by the insurance to **us**. **You** will be asked to pay the cost of;
 - a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
 - b. All charges in excess of the claims limits or any work excluded 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 home** is safe.
- In the event you engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance.
- Your claim will not be considered an emergency unless it is reported within 48 hours of discovery.

What You need to Know

Confirming Policy Details...Helping Us Help You

In some situations we may not be able to assess your claim or confirm your policy is operative from the information and details provided by you. In may therefore be necessary for our contractor to attend your home, assess the situation and provide us with a report. In these circumstances you will be asked 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. This will help us respond to your emergency without unnecessary delay, and provides you with an option to receive emergency assistance at your home should cover be excluded under your policy.

Household Buildings and Contents

This insurance policy is designed to offer 24 hour assistance if **you** suffer a **home** emergency. It compliments but does not replace either **your** household buildings or contents insurance policy, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for claims assistance.

How Your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar costs or where no **temporary repair** is available. If **our contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

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

We have highlighted in blue the definition of an emergency under each section of cover.

Maintenance of Your Home

It is a requirement of this policy that **you** maintain **your home**, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

Trace and Access

There may be times when **our contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **home**, fixtures and fittings to enable the **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

Working Together

To enable **us** to provide the best possible claims service to **you**, **we** shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative.

If your home emergency claim is accepted, we ask that you allow access for the contractor to attend your home within 24 hours of the claim being reported to us. If you delay and/or prevent the contractor from attending within 24 hours we may withdraw cover.

There may be times where **our contractor** has to order parts that are not readily available.

Other Similar Insurance

If you claim under this policy for something which is also covered by another insurance policy, you must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim

Important and Defined Words

The words or expressions detailed below have the following meaning wherever they appear in this policy. They will be emboldened throughout for **your** reference.

Claim limit(s)

The amount we will pay in respect of any one claim and during any one Period of Insurance as specified below;

Limit per claim: £1,000 Limit per period of insurance: £1,000

Overnight Accommodation (in

addition to the limits shown

above):

£250

Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake emergency repairs.

Emergency repairs

Work undertaken by an authorised **contractor** to resolve the emergency by completing a **temporary repair**. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **claim limit** specified in this policy.

Home

Your principal permanent place of residence in the United Kingdom, Channel Islands and Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. Garages and outbuildings that are attached and/or accessed via the **home** will be included under Pests.

Insured Person, You, Your

The person 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, arranged by Direct Groups Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Intermediary

The regulated entity appointed to transact this insurance with you.

Period of Insurance

The commencement and expiry dates shown in the schedule.

Primary Heating System

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

Schedule

The document which shows details of you and this insurance and forms part of this policy.

Important and Defined Words Continued...

Temporary Repair, Temporary Resolution

A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A **temporary repair** or resolution will need to be replaced by a permanent repair.

Uneconomical

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

We, Us, Our

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

What You are Covered For

Section 1 – Plumbing and Drainage

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

- i) means that internal flooding or water damage is a likely consequence; or
- ii) means that you do not have access to one or more useable toilets within your home; or
- iii) causes blocked external drains that are solely your responsibility within the boundary of the home, where this can be resolved by jetting.

Excluding:-

- the replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes and taps;
- 2) overflows not causing internal water damage;
- blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush;
- 4) Saniflo systems or other macerator based systems;
- descaling and any work arising from hard water scale deposits;
- the repair of domestic and/or leisure equipment that are leaking water, other than from external fixed pipe work;
- 7) where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the **home**.
- 8) where the leak can be contained providing **you** with enough time to arrange a repair privately.

Section 2 – Internal Electricity

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

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

Excluding:-

- external lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs;
- 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) renewable energy systems;
- where an appliance has caused a circuit to fail or trip.

Section 3 - Gas Supply

After the National Gas Emergency Service has visited your home and isolated your gas supply, emergency repairs will be carried out by a Gas Safe contractor, who will repair or replace the damaged section of internal gas supply pipe. Our contractor will also turn your gas supply back on.

Excluding:-

- repair work to or the cost of replacing lead pipework;
- the interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption of the mains gas supply system.

Section 4 - Water Supply

Emergency repairs following a water supply system failure to:-

- a) the kitchen; or
- b) the bathroom where no other water supply is available for bathing.

Excluding:-

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

Section 5 – Security

Emergency repairs following damage or failure of the following items which would render the main living areas of the home insecure and easily accessible to intruders.

- 1) External lock.
- 2) External door.
- 3) External window.

Excluding:-

- internal locks, window locks, doors, glass, external garages or outbuildings;
- any damage caused by the contractor in gaining access to the home;
- 3) doors subject to swelling;
- 4) porch doors where there is another lockable door which prevents access to the main living areas of the home.

What You are Covered For

Continued...

Section 6 - Primary Heating System

Emergency repairs following the complete breakdown of the primary heating system which:-

- i) results in the complete loss of heating and/or
- ii) results in the complete loss of hot water.

Excluding:-

- boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt);
- lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries;
- 3) any form of renewable energy systems;
- 4) power flushing or descaling;
- the replacement of water tanks, cylinders, and central heating radiators;
- where an immersion heater or similar is available to resolve the failure;
- intermittent faults where this cannot be identified at the time of the contractors attendance;
- 8) lack of maintenance or neglect by **you** (you may be asked to reserve funds if **your** boiler have not been serviced in line with the manufacturer's instructions or if you have no protection against hard water)
- 9) where a boiler can be operated manually to resolve the loss of hot water and/or heating.

Section 7 - Pests

Emergency repairs following an infestation as a result of the following pest in and/or attached to the home 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: -

- 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 home, you should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Section 8 - Roofing

Emergency repairs following missing, broken or loose tiles causing internal water damage.

Excluding:-

- damage where the roof has not been satisfactorily maintained:
- 2) costs that should be shared proportionately across all responsible parties.

Section 9 – Overnight Accommodation

Overnight accommodation only (arranged by and booked by **us**) where it has not been possible to resolve the emergency following an accepted claim for **emergency repairs** by a **contractor** under another section of this policy and the **home** is rendered uninhabitable.

Excluding:-

- 1) the cost of any food and drink **you** have purchased;
- 2) the cost of any parking that may have been incurred;
- 3) the cost of travel;
- 4) the cost of any entertainment.

General Exclusions

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

- circumstances known to you prior to the commencement date of this insurance;
- any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions;
- any system, which has been incorrectly used or modified, or has been tampered with;
- any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
- replacement or adjustment to any decorative or cosmetic part of any equipment;
- garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy;
- wilful act or omission, lack of maintenance or neglect by you;
- claims in the 7 days immediately following your first occupation of the home, or claims in the 7 days immediately following you reoccupation of the home where the home has been left unoccupied for 30 consecutive days or more;
- materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
- any other costs or damage that are indirectly caused by the event that led you your claim, unless specifically stated in the policy;
- 11. 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;
- 12. any costs that would be more appropriately recovered under any other insurance;
- 13. circumstances which are not sudden or unforeseen
- 14. circumstances where **we** have gone beyond your insurance policy's **claim limit** or policy cover;
- 15. claims where **our contractor** has advised there is no emergency repair available;
- 16. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 17. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

- 18. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Policy Conditions

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 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
- 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.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew 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 any claim in full.

Claims

To ensure an accurate record **your** telephone conversation may be recorded.

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

Provided that the **emergency repairs** 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 repairs** 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 home** 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.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

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

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false:
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

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

Policy Conditions continued...

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.

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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 **home** 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 repairs**.

Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to **your** agent within 14 days from the day of purchase or the day on which **you** receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund **your** premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We 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 you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Claims Helpline Service

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

Emergency Claims Helpline Number: 01384 885 700. Calls to the helpline will be charged at **your** standards rates.

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.

Policy Conditions continued...

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance write to: -

The Managing Director
Legal Insurance Management Ltd

1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF
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 also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. 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

Great Lakes Insurance SE, 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 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.