

Home Emergency Protect



INTRODUCTION

This is your Home Emergency Protect. Your contract of Insurance is made up of your application, policy and certificate and is based on the information you gave us when you applied. This policy and your certificate should be read together. Please check them carefully to make sure they give you the cover you want. If your needs change, or any of the information on which the contract is based changes, the certificate may need to be altered. Under the policy conditions you must tell us of any changes.

We agree to insure **you** according to the terms and conditions contained in this policy and the sections indicated in the certificate. **You** agree to pay the premium by the required date/s and keep to the conditions of the contract of insurance. This insurance is effected in England and unless otherwise agreed is subject to the laws of England and Wales.

Insurer

This policy is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited Registered in England No.354568. Registered Office: *Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA*

Your policy is arranged by Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: Warranty House, Savile Street East, Don Valley, Sheffield S4 7UQ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register/ or by contacting them on 0800 111 6768.

DEFINITIONS

All through this policy there are certain words that have special meanings whenever they appear in **bold** within the policy, these are listed below:

AUTHORISED SERVICE AGENT/CONTRACTOR

The qualified service agent or organisation appointed by the **helpline** to carry out the necessary service and **repairs** in accordance with the policy.

BOILER

A gas fired **conventional** or **combination boiler** rated up to 200,000 BTu's (58.6KW), which heats the water for **your central heating installation**.

BREAKDOWN (CENTRAL HEATING)

The actual breaking down or burning out of any component covered by the policy arising from either a mechanical or electrical defect in the **property** causing the **central heating installation** to fail to work and require replacement or repair of the components.

CENTRAL HEATING INSTALLATION

The specified central heating **boiler** parts and, where applicable, the water circulation pump and

specified parts of **your** central heating system. The details are shown on **your** certificate and in this policy. It must be installed at **your property/home** and used for **domestic purposes** only.

COMBINATION BOILER

A gas fired **boiler** which heats water direct from the cold water main, does not have a separate hot water cylinder and is under fifteen years old at the start of **your** policy.

CONVENTIONAL BOILER

A gas fired **boiler**, which heats and supplies hot water to a separate hot water cylinder and is under fifteen years old at the start of **your** policy.

DOMESTIC PURPOSES

At least half the rooms at the **property** must be used for normal living purposes.

EMERGENCY

Emergency - means a sudden and unexpected event which, if not dealt with quickly would, in the reasonable opinion of the **helpline**:

- (i) have resulted in a **breakdown** of the **boiler** or
- (ii) render the **home** unsafe or insecure; or
- (iii) damage or cause further damage to the **home** and/or any of **your** belongings forming part of or normally contained within the **property/home** or
- (iv) cause personal risk to **you**;

ENDORSEMENT

A change **we** make to the policy, notified to **you** in writing by **us** or on **our** behalf.

GEOGRAPHICAL LIMITS

England, Scotland, Wales and, Northern Ireland.

HELPLINE

Customer service –01962 844 848

24hr Home **emergency** assistance insurance – 0844 573 7912

OUR/US/WE

UK General Insurance Limited on behalf of Ageas Insurance Limited.

PEST

Any living creature capable of causing harm, or transmitting and infecting disease.

PROPERTY/HOME

Your principal permanent place of residence as shown on **your** certificate, including out buildings and garages of which **you** are the owner, but excluding bedsits / properties in multiple occupation, council properties, residential homes or nursing homes.

REPAIRS (CENTRAL HEATING)

Repair work undertaken by an **authorised service agent/contractor** appointed by **us** to remedy an **emergency**. The cost of **repairs** shall include the **authorised service agent/contractor's** call out charge, labour charges, repair materials and VAT up to the policy limit. **Repairs** and parts will be fitted on a "like for like" replacement basis.

REPAIRS (EMERGENCY)

Temporary or permanent repair work (if a permanent repair cannot be completed on the initial visit then a temporary repair will be carried out and a return chargeable visit offered) undertaken by an **authorised service agent/contractor** appointed by **us** to remedy the **emergency**. This insurance covers **emergency repairs** only.

YOU/YOUR

The person shown on **your** certificate.

WHAT IS COVERED

In the event of an **emergency** occurring in **your** home, **we** will:

- a) Advise **you** on what action to take to protect yourself and **your** home;
- b) Send one of **our authorised service agents/contractors** to **your home** or arrange a convenient time for an **authorised service agent/contractor** to attend and
- c) Cover the cost of providing **emergency** assistance detailed under the "What **we** will pay" section of **your** policy

COVER PROVIDED

This cover is only provided if the **emergency** happens during the period of cover and it is caused by one or more of the following:

Electricity supply

Complete failure or **breakdown** of the electricity supply system within **your home**.

Primary heating system

Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system**.

- (A) Any **boiler** with standard component(s), as supplied by the **boiler** manufacturer and fitted within the **boiler** casing that are designed to be used in the normal operation of the **boiler**.

Motorised/Selector Valves, room thermostat, time control, single water circulating pump (which must be able to be isolated without draining the system down).

- (B) Radiators (standard radiators against leaks & isolated corrosion)

Above ground internal pipe work (as long as it is easily accessible and not inside the fabric of the building).

Radiator valves, single – standard hot water cylinder (excluding the insulation jacket & immersion heater) and expansion tank. For cylinders in excess of this, a standard cylinder allowance will be made.

- (C)

Labour charges directly connected with the repair or replacement of failed parts of the **central heating installation** at **your property/home** as stated in the Certificate.

The heating system must have been properly installed, maintained or repaired as recommended by the manufacturer or installer. **You** will be expected to produce evidence of servicing if the service has not been completed by **our authorised service agent/contractor**.

Plumbing and drainage

Failure of, or damage to the plumbing or drainage system which result in water damage inside **your home**. This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets where there are no alternative facilities available); and
- blocked drains.

Uninhabitable accommodation cover

If no-one can live in **your** home as a result of an **emergency**, the **helpline** will pay all **your** reasonable costs in getting basic accommodation for one night, as long as the **helpline** approves it beforehand.

Security and glazing

Failure of, or damage not caused by **you** to, outside locks, doors or windows which means that **your home** is no longer secure.

Vermin

If **you** need to remove rats, mice, cockroaches, and wasps or bees nests from **your home** (this does not apply to animals and insects already in **your home** before **you** took out cover).

Roof

Damage to the roof of **your home** caused by storm or fallen trees or branches.

POLICY CONDITIONS

Basis of Contract

The Insurance will not be valid and **you** cannot make a claim if:

- any information **you** gave **us** was not true and accurate.
- **you** do not comply with Policy Conditions.
- any outstanding premium is due.
- a fraudulent claim is made.

To prevent claims on pre-existing problems, there is a 14-day waiting period from the date the policy application is received before cover commences. Therefore in the first term of this insurance policy, the period of insurance is fifty weeks. Providing **you** renew before the expiry of **your** policy, no waiting period applies after **your** first years cover.

Repairs/Replacements

Repairs will only be carried out and/or replacement parts purchased by, the **authorised service agent/contractor**. **Repairs** including labour and replacement parts will be guaranteed for 12 months. Business & Domestic and its **authorised service agent/contractor** are not liable for delays due to non-availability of parts.

Cancellation

We can cancel this policy at any time by giving 7 days notice in writing, which will be sent to **your** registered address recorded on the policy. In this case a pro-rata refund of the premium paid will be made providing no claim has been made.

You have the right to cancel the policy of insurance within 14 days of the start date of the policy or the date **you** receive **your** documents whichever is later, providing no claims have been made.

A minimum charge will apply, to cover the period **you** have been on risk and the administration costs of providing **your** policy.

If the policy is cancelled outside of this 14 day period, then the policy will be cancelled on a pro rata basis and the appropriate refund given. If **you** are paying by instalments then there will be no refund of any premium. However if a claim has been made then the full annual premium is payable.

In the case of payment by direct debit instalments, any outstanding balance of the full annual premium will become due.

We may at **our** discretion not offer renewal, if it is **our** intention to offer renewal **we** will write to **you** five weeks prior to **your** policy expiry date.

Access to Inspect

We have the right to examine the property at all reasonable times during the period of Insurance to ensure **your** boiler is in good working order. Prior notice will be given.

Pre-Existing Problems

Any pre-existing defects are excluded from cover by this contract of insurance.

WHAT WE WILL PAY (Limits of Indemnity)

We will pay at our discretion up to £500 (including VAT) towards labour costs (including call out charges, materials and parts required to affect an **emergency** repair in **your home**) on any one occasion.

Replacement Parts

Where "like for like" replacement parts are unavailable due to parts being either unobtainable or obsolete, we will pay for the nearest suitable part/upgrade part, but **you** will be liable for any necessary additional parts and/or labour.

Beyond Economical Repair

Where **your** boiler/system is in our view is uneconomical to repair, we will pay at our discretion a contribution towards the cost of a new **boiler** (once we are in receipt of a Gas Safe Register Authorised Engineers invoice for the fitment of a replacement **boiler**) less any outstanding premium, in line with the following allowances:

Systems/Conventional Boilers	Combination/Condensing Boilers
£250 incl. VAT 1-5 years	£250 incl. VAT

WHAT IS NOT COVERED

1. Any event arising from circumstances known to **you** prior to the commencement date of this insurance, including any parts known to be failing or in need of attention/repair.
2. Damage, which is accidental or otherwise, caused by external means, including those caused by failure or disconnection of gas, electric, oil or water supplies.
3. Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
4. Any legal liability to any third party following damage or injury, loss of use, delay or any other subsequent loss.
5. Any failure of insured parts during the period when they are covered by the relevant manufacturers/contractor's guarantees or warranties or insured parts covered through non compliance with the manufacturer's operating instructions.
6. Any inherent or recurring manufacturer's design fault or defect.
7. Non functional decorative parts, trim or casing, the **repairs** or replacement of immersion heaters, designer or cast iron radiators, steel piping, solar heating system, cesspits, septic tanks and central-heating fuel tanks, non standard radiators, towel rails.
8. Any operational procedure or adjustment to the **central heating installation** described in the manufacturers operating instructions; i.e. venting radiators, turning off or lighting up of pilot lights, adjustment to time switches or other controls.
9. Replacing washers, clearing air locks, blocked pipes, poor circulation, balancing of radiators, non standard radiator valves, or work arising in the opinion of the **authorised service agent/contractor** from an incorrect installation.
10. Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit or from damage caused by corrosive water or water with a high chemical content.
11. Maintenance preventative damage and extensive corrosion.
12. Fuel lines to and flue ducts from the **boiler**, including gas leaks between the gas meter and appliance.

13. Any water pressure adjustments on sealed **central heating installations**, except in connection with a **breakdown** or failure covered by this policy.
14. Items designed to be regularly replaced in the normal operation of the **boiler** such as burner nozzles, fuses, filters etc.
15. Water circulating pumps not capable of being isolated by a valve either side of the pump or renewed without draining down. Pumps that have pipe work connections of 1 inch bore or greater, or a motor rating of 178 watts single phase. Pumps installed in secondary or direct hot water systems.
16. Any costs incurred due to **boiler** or system noise and/or where no fault is found.
17. Any intermittent faults.
18. Unvented or pressurised hot water cylinders.
19. Cost of any draining down where no appropriate draining facility is available.
20. Refilling the system with additives such as corrosion inhibitor.
21. Additional pipe work or wiring due to replacement parts being fitted.
22. Replacement filling loop or replacement of steel pipes, non-standard cylinders and tanks.
23. Showers and associated pumps, bath, sink and water basin taps.
24. Ducting, flues and warm air vents.
25. No claim will be paid if it results from any of the following:
 - Damage or failure outside the boundary of the **home**.
 - Deliberate disconnection, withholding, or interruption of mains services to the **home**.
 - Loss or damage resulting from a wilful act.
 - Any legal liability or subsequent loss arising from any delay in providing the services to which it relates.
 - Any costs arising as a result of failure to service the **boiler**/system or in accordance with the manufacturer's instructions.
 - Damage resulting from lack of proper maintenance/incorrect installation.
 - Shared pipe work leading to or from other properties.
26. Where at any time in the opinion of the **authorised service agent/contractor** the **boiler** or system is installed incorrectly, is unsafe or is fitted with the incorrect component.
27. Dripping or running overflows.
28. Steel or asbestos water pipes.
29. Energy management systems and their controls.
30. Costs that have not first been notified through the correct **helpline** and carried out by the **authorised service agent/contractor**.
31. Gaining access (i.e. removing cupboards, doors and access panels etc).
32. Any costs in excess of the limits of cover. **You** are responsible for agreeing and settling these directly with the contractor.
33. Loss or damage of any kind directly caused by war, hostilities, riots, fire, lightning, explosions, storms, tempest, floods, frost, or other climatic conditions, subsidence, strike, lock-out or the acts of malicious persons.
34. Any defect, damage or **breakdown** caused through malicious or wilful action, negligence, misuse or third party interference including any attempts to repair, modify or install.
35. Any claim or event where the **property/home** has remained unoccupied for more than 30 days.
36. Any fixtures including wiring and earthing where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
37. Insured parts not easily accessible or enclosed inside the fabric of the building including under-floor heating.
38. Costs incurred where **you** have been advised of a need to carry out permanent repair work to avoid repetitive situations leading to emergencies.
39. Claims arising as a result of wear and tear,
40. **Boilers** which exceed the age limit of the policy
41. Accidental damage to glass or replacement glass.
42. Any matters relating to security alarms.
43. Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in

order to effect an **emergency** repair;

44. Loss or damage to any **home**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
 - 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 nuclear assembly or nuclear component of such assembly;
45. Pests kept as domestic pets or for commercial purposes.
46. Boring insects and woodworm.
47. Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system** where the **primary heating system** has not been properly serviced on an annual basis.

This insurance is not an equipment maintenance contract, household building or contents policy. It complements **your** household insurance policies, providing services and benefits which are not usually available under such policies.

HOW TO CLAIM

If **your property/home** suffers an **emergency** covered under this policy:

FIRST CHECK TO SEE IF THE EMERGENCY IS COVERED AND WHETHER IT IS SOMETHING you CAN CORRECT YOURSELF SUCH AS –

If **your** radiators are not getting hot - a cold radiator may just require re-venting.

If **you** have no heating or hot water - a pilot light may have gone out which may need re-lighting or **your** room thermostat and time control may not be correctly set.

There will be a charge if the **authorised service agent/contractor** is called to attend for one of the above problems.

If the problem is not corrected by any of the above, contact the **helpline** as soon as possible and arrange for the **repairs** to be carried out (subject to the notes below). If **you** require the **authorised service agent/contractor** to use a security password, please notify the **helpline** at the time of **your** call.

The **authorised service agent/contractor** must carry out all **repairs**; **we** will not accept repair bills from any other company. Once the **repairs** are completed to **your** satisfaction, simply sign the attendance record and **we** will settle the claim with the **authorised service agent/contractor** directly.

The **approved service agent/contractor** will charge all costs covered by the insurance directly to **us** **you** will be asked to pay:

- a) **call-out** charges if there is no-one at the **property** when the **engineer** arrives;
- b) work in excess of the **claim limit**;
- c) fitting replacement parts or components of a superior specification to the original at **your** request.
- d) If at the time of requesting assistance the **helpline** do not have a record of **your** policy on file. the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

Any failure of the **central heating installation** where the cost of repair is estimated by the **authorised service agent/contractor** to exceed £250 (incl. VAT), may only be repaired with **our** authorisation. An abortive call charge of £20 plus VAT will be applied, should **you** not meet an agreed appointment made by the **authorised service agent/contractor**.

Should the **authorised service agent/contractor** not meet an agreed appointment with you, **we** will confirm non-attendance directly with the **authorised service agent/contractor** and pay a £10.00 reimbursement to **you**.

Our authorised service agent/contractor will only attend where an adult over 18 years of age is present, or else **you** will be liable for an abortive call charge.

IMPORTANT- Please note

Please quote the policy number shown on the certificate on all correspondence.

Under the terms of the policy, **you** will normally have no repair bills to pay provided **you** use **our authorised service agent/contractor**. In the unlikely event the **repair** exceeds the policy limit or takes the amount claimed during the period of cover over the policy limit **you** will be asked if **you** wish the **repairs** to be completed and if necessary asked to pay any amount in excess of the policy limit. If **you** decline the repair **you** will be responsible for the cost of repair.

REQUESTING ASSISTANCE

First check the circumstances are covered within the terms of this policy and under the product **you** have purchased. Having done this telephone **us** stating **your** policy number, on:

0844 573 7912.

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON: 0800 111 999

CUSTOMER SERVICE

Telephone Calls

As part of **our** customer service commitment, **we** may record **your** telephone call with **our** representatives to monitor and improve the quality of services **we** provide.

Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

In the first instant contact:

Business & Domestic Insurance Services
Building A
Venture House
Arlington Square
Bracknell
Berkshire
RG12 1WA

Telephone: +44 (0) 1344 706015
Fax: +44 (0) 1344 668437
Email: info@businessanddomestic.co.uk

If **your** complaint about the policy cannot be resolved by the end of the next working day Business & Domestic Insurance Services will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road

Leeds
LS10 1RJ

Telephone number: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

In the unlikely event that the complaint is still not resolved to **your** satisfaction, **you** may refer to the Financial Ombudsman Service whose address is South Quay Plaza, 183 Marsh Wall, London, E14 9SR, telephone number 0845 080 1800. Please note **you** have six months from the date of **our** final response in which to refer **your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **your** right to take legal action against **us**. None of the above affects any right of legal action **you** may have.

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

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **you** may be entitled to compensation from the scheme if they cannot complete their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0207 892 7300.

DATA PROTECTION ACT 1998

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.