

LOCAL ASSIST HOME EMERGENCY COVER

INTRODUCTION

Your Policy has been arranged by Local Assist with 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

Service Solutions Assist Ltd trading as Local Assist is an appointed representative of EvolveU (UK) Limited which is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register (http://www.fca.org.uk/register) under reference 607575 and which is permitted to advise and arrange general insurance contacts.

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 Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling the FCA on 0800 111 6768.

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 approved engineers** or arrange an appointment for an **approved engineer** to visit **your home**; and
- c) Organise and pay the cost of providing **assistance**, up to the **claim limit**, including VAT.

WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit **your** cover, please read them carefully to ensure this policy meets **your** requirements. **We** do not wish **you** to discover after an incident has occurred that it is not insured. To assist **you** in understanding the main limitations of the cover provided **we** have detailed these under the "Items Covered" section of **your** policy.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

Approved engineer / engineer

means a qualified person approved and instructed by the **helpline** to undertake **emergency** work.

Assistance

means the work undertaken by the **engineer** during a **call out** to the **home** to complete a temporary repair to limit or prevent damage or, if at similar expense the cost of completing a permanent repair, in respect of the cover provided.

Beyond Economic Repair

The point at which **we** estimate the cost to repair the boiler exceeds the boilers value. When calculating the value of **your** boiler, **we** take into consideration the age of **your** boiler (which is calculated from the date of manufacture), together with the type of **your** boiler. This value is then compared to the total cost of parts and labour required to repair the boiler. When the repair cost is higher than the value, **we** deem the boiler to be beyond economical repair.

Claim(s)

means a request for **assistance** from **you**, following an **emergency**, even if the request is then cancelled by **you**. Where the **engineer** needs to re attend with regards to the reported **emergency** this will be treated as a single **claim** under this policy.



Claim Limit

£1000 per **claim** including **call out** charges, labour, parts, materials and where applicable the cost of alternative accommodation. The number of **call outs** provided under **your** policy during the **period of cover** shall not exceed five (5).

Commencement Date

means the start of the **period of cover** as shown in the **schedule**.

Emergency

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

- (i) render the **home** unsafe or insecure; or
- (ii) damage or cause further damage to the home; or
- (iii) cause personal risk to you.

Excess

The first £25 that you will be required to pay towards each claim you make on this policy.

Helpline

means the claims number specified on your policy schedule.

Telephone: 0800 157 1211

Home

A single occupancy domestic dwelling at the address shown in the **schedule**, together with integral or attached garages used for domestic purposes.

Period of Cover

means the period shown in the schedule between the start date and end date.

Primary Heating System

means the principal domestic central heating and hot water systems including but not limited to boiler, programmer, room thermostat, economy 7 storage heaters, pumps,

hot water cylinder and radiators, but excluding any form of solar heating system and non-domestic central boiler or source.

Remedial work

means corrective work(s)/Additional work(s) required to bring the system to the required standards for the Insurance cover;.

Schedule

means the document sent to **you** confirming the **commencement date**, details of the **Insured** and the **home**.

Tenant

Means the person or persons named on the tenancy agreement along with any other permanent members of the household.

Unoccupied

means where no one has resided in the **home** for a period exceeding 30 consecutive days. Unoccupancy is deemed to start from the date that the **you** last vacated the home which may pre-date the inception of the insurance granted by this policy.

We, Us, Our, Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited.

ITEMS COVERED

This policy provides cover under the following headings as a result of an **emergency** occurring at the **home.**

The amount we will pay in respect of any one claim shall not exceed the claim limit.

1. Plumbing and Drainage

We will assist **you** to stop the **emergency** which has arisen from the sudden and unexpected failure of or damage to the plumbing and / or drainage system within the



home which has, or may result in internal water leakage, flooding or water damage to the **home**.

We do not cover

- a) The excess;
- b) Costs which exceed the claim limit;
- General maintenance including but not limited to dripping taps , leaking external overflows;
- The costs of repairs to the underground water supply or drainage facilities except where within your home;
- e) An emergency where your home has been left unoccupied;
- f) Leaks from any household appliance, sink, shower or bath where leakage only occurs when the appliance is in use;
- g) Cracked toilets or cisterns, bath, basin, bidet or shower base
- h) Cesspits, septic tanks;
- i) Plumbing and filtration systems for swimming pools or spa baths;
- Descaling or any work arising from hard water scale deposits, including desludging and the effects of aggressive water and clearing of airlocks; and replacement of water tanks or hot water cylinders;
- k) Replacement of radiators;
- Any repair to domestic appliances that are leaking water, other than from the fixed pipe work;
- m) Water leak noises where there is no visible leak;
- n) The escape of water where it is not causing any internal damage or risk to any insured person's health;
- o) Frozen pipework;
- p) Shared drainage facilities with the exception of those within the boundaries of the insured property.

2. Electricity Supply

We will assist **you** to restore the electricity system to the **home** following an **emergency** arising from the sudden, unexpected and complete failure of the electricity system in the **home**.

We do not cover

- a) The **excess**;
- b) The failure of any electrical wiring that is not permanent (e.g. fairy lights) or
- c) Any fault in supply prior to the consumer box
- d) Wire / cabling situated outside of the home (e.g. wiring to satellite dishes, aerials etc).
- e) Where in the opinion of **our approved engineer** the electrical system would fail to meet minimum electrical safety standards.
- f) Any partial breakdowns where the electricity supply has not been lost to the whole of the insured property (i.e. partial loss of plug sockets and/ or lighting);
- Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories;
- Wiring and electrics which are not permanent fixtures or the replacement of light-bulbs and fuses in plugs;
- i) Repair or replacement costs if **our** contractor is unable to repair the domestic electrical wiring due to its age or poor condition;
- j) The resetting of circuit breakers, where it is not associated with permanent Repair work and where it can be reset by **you**.

3. Security

We will assist you to make the home secure following an emergency arising from the sudden and unexpected failure of or damage to external locks, fitted to doors and windows where the failure or damage is such so as to render the home unsafe or insecure.

We do not cover

- a) The excess;
- b) An emergency where your home is unoccupied;
- c) Damage as a result of theft or attempted theft;
- d) Failure of the **home** security system;
- e) Loss or damage to the keys to the home;



- f) Replacement glazing unless the contractor has the appropriate glazing available at the time of the initial visit and the permanent repair is as cost effective as a temporary repair;
- Replacement of defective locks unless there is no way of making the home secure overnight;
- h) Any broken and/or damaged external locks, doors or windows which does not cause a security risk to the insured property;
- i) Any broken and/ or damaged window claims to doubled glazed windows where both panes have not been damaged;
- Any broken and/ or damaged external doors where the property is secure and there is alternative access to the Insured Property.

4. Primary Heating System

We will assist you to restore heating and/ or hot water to your home following an emergency arising from the sudden and unexpected complete failure of the primary heating system.

Where a boiler is deemed beyond economical repair our liability will not exceed

£1000 where the boiler / appliance is up to 5 years old or £250 where the appliance is greater than 5 years but less than 10 years

We will not re-attend to the boiler until **you** have confirmed it has been replaced, if **we** have previously deemed it **beyond economical repair.**

We do not cover

- a) The excess. Please note you will be responsible for the first £75 of each claim associated to the primary heating system where:
 - At the time reporting an emergency you are unable to confirm the boiler has been serviced in the last 12 months;
 - ii) At the time of attendance **you** are unable to provide evidence that the boiler has been serviced by the provision of a service receipt of invoice issued by a Safegas registered engineer.

This charge is payable by **you** to the **helpline** before the **approved engineer** will attend and / or if **you** are unable to provide evidence at the time the **approved engineer** attends **your home**.

- b) Gas leaks;
- c) Oil contamination resulting from a leak from a oil powered boiler;
- d) A boiler which is more than 20 years old or back boilers over 10 years old;
- e) A boiler fitted within a **home** with more than 10 rooms serviced by the boiler;
- f) Faults which in the opinion of an **approved engineer** are as a result of the boiler not being serviced within the last 12 months;
- g) Lighting of boilers or re-setting of boiler, time or temperature controls or the correct operation or routine adjustment of time or temperature controls;
- h) Clearing airlocks or bleeding radiators;
- i) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- j) An emergency where your home has been left unoccupied;
- k) Fuel tanks and associated pipe work;
- Descaling or any work arising from hard water scale deposits, including desludging and the effects of aggressive water and clearing of airlocks; and replacement of water tanks or hot water cylinders;
- m) Replacement of radiators;
- Replacement or repairing any loss or damage if the boiler is in the opinion of the engineer, beyond economical repair;
- o) Loss of hot water where there is an alternative means of heating water i.e. Immersion heater;
- Any repair to domestic appliances that are leaking water, other than from external fixed pipe work;
- Reoccurring or intermittent faults, nor boiler/ system noise where the boiler is still functioning;
- r) The freezing of a condensate pipe.

5. Lost Key / Lock out

We will assist **you** to gain entry to the **home** arising from the loss of the keys to the **home**, where **you** have lost the only available key to the **home** and are unable to replace it or gain normal access



We do not cover

- a) The excess;
- b) Internal locks, doors, glass, or the loss of keys to internal doors, external garages or outbuildings;
- c) Locks, doors and windows to detached garages and outbuildings;
- d) Any damage caused by the contractor in gaining access to the **home** due to the failure of the locks or lost keys.

6. Inoperable Toilet

We will assist **you** to stop the **emergency** which has arisen from the sudden and unexpected failure of the toilet within the **home** which has resulted in internal water leakage, flooding or water damage to the **home**; or which renders the toilet inoperable.

We do not cover

- a) The excess;
- b) Costs which exceed the claim limit;
- c) General maintenance;
- The costs of repairs to the underground water supply or drainage facilities except where within your home;
- e) An emergency where your home has been left unoccupied;
- f) Cesspits, septic tanks;
- Failure to one toilet where there is another working toilet within the home;
- Descaling or any work arising from hard water scale deposits, including desludging and the effects of aggressive water and clearing of airlocks; and replacement of water tanks or hot water cylinders;

HOW TO ARRANGE EMERGENCY ASSISTANCE

Major emergencies which could result in serious injury to the public or damage to
property should be immediately advised to the supply company and/or the public
emergency services. The policy does not provide cover for any repairs, damage or
other loss resulting from gas leaks.

- Before requesting assistance, check that the circumstances are covered by your
 policy. Remember this is <u>not</u> a maintenance policy and does not cover routine
 maintenance in your home. Normal day to day maintenance or any claim not deemed
 an emergency will not be covered under this policy, however we can provide
 assistance on a pay on use basis.
- 3. If your emergency is boiler related you should have your boiler make and model and service details ready when you contact the helpline. Remember you must produce evidence to our approved engineer, that the boiler has been serviced to the manufacturer's specifications within the last twelve months in order for primary heating system cover to apply.
- 4. Telephone the **helpline** within 12 hours of the **emergency** occurring and provide details of the **assistance** required. All requests for **emergency assistance** must be made through the **helpline**. Do not make any arrangements yourself without prior authorisation from the **helpline**; if **you** do **we** will not reimburse any costs **you** may incur. All calls are recorded.
- 5. The **helpline** will appoint an **approved engineer** to attend **your home**, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the **home** or otherwise making the provision of **emergency assistance** impossible. The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by **you**.
- 6. The **approved engineer** will charge all costs covered by the insurance directly to **us**. **You** will be asked to pay the cost of:
 - (a) **Call out** charges if there is no-one at the **home** 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) **Call out** charges where **you** have arranged for an **engineer** to carry out a service, inspection or a landlord's gas safety certificate but the boiler is not functioning.

Pay on use.

Should an **emergency** arise that is not included under Home Emergency cover, where possible, **we** can arrange for an **approved engineer** to attend **your home** but **you** will be responsible for all costs involved. The use of this service does not constitute a **claim** under **your** policy.

UK General Insurance Ltd are an **insurers** agent and in the matters of a **claim** act on behalf of the **insurer**.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. **You** should make sure that the **engineer** can get reasonable access to carry out the repair. If **we** cannot get a replacement part needed to carry out a repair **our** liability will be limited to a temporary repair to make the **emergency** safe.

EXCLUSIONS

We shall not be liable for:

- 1. Events where there is an inherent defect causing the **emergency**.
- Repairs and servicing (where applicable) on systems where spare parts are no longer available.
- 3. **Claims** for **assistance** caused by **your** failure to carry out any **remedial work** or recommendations made by the **approved engineer**.
- 4. Any system, equipment or facility which has not been properly installed.

- Materials or labour charges covered by manufacturers, suppliers or installer's guarantee or warranty.
- Replacement of or adjustment to any decorative or cosmetic part of any equipment.
- The interruption or disconnection of utility services to the home however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks.

GENERAL EXCLUSIONS

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

- Any claims within the first 28 days of cover, from inception date in the first year of cover;
- 2. Circumstances known to **you** prior to the **commencement date** of **your** policy;
- 3. **Claims** arising after the **home** has been left **unoccupied**;
- 4. Material loss of any kind and any wilful or negligent act or omission by **you** or any third party:
- 5. Events where on attendance it becomes clear that the call out is not an emergency;
- 6. More than one **claim** arising from the same cause;
- 7. **Homes** with more than 10 rooms;
- 8. **Homes** situated outside the United Kingdom and the Isle of Man;
- Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
- 10. 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;
- 11. Any damage caused by the **approved engineer** gaining access to the **home**, or replacement of locks and or keys following a lock out or lost keys;
- 12. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 13. 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;
- 14. Electricity supply to security systems or CCTV surveillance;
- 15. Pests kept as domestic pets or for commercial purposes;
- 16. Boring insects and woodworm.

CONDITIONS

- 1. The rights given under this policy cannot be transferred to anyone else.
- You must give reasonable access to enable appropriate treatments to be carried out and follow advice from the engineer and or helpline in removing furniture if this is deemed necessary.
- 3. **We** may cancel this insurance cover immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this policy.
- 4. To improve the quality of **our** service, all calls are recorded.
- 5. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- We may take proceedings in your name at our expense to recover any sums paid under this insurance from a third party should the emergency be as a result of an incorrect or failed previous repair.
- You must maintain a buildings and content cover in force during the period of cover.

APPLICABLE LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Insured**'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.

HOW TO CANCEL YOUR POLICY

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, please return it to your agent who arranged the insurance within 14 days of issue and we will refund your premium. Thereafter you may cancel the insurance cover at any time by writing to the administrator however no refund of premium will be payable. If the premium is paid by monthly direct debit and the policy is cancelled after the first 14 days a £45.00 admin fee will be applied along with any outstanding costs from the Direct Debit provider. If the policy is cancelled and a claim has been made or an approved Local Assist engineer has attended the Insured Property for any reason you are liable for the premiums in full for that year.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice **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) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance document.

MAKING YOURSELF HEARD

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:

Complaints regarding:

SALE OF THE POLICY

Please contact **your** agent who arranged the Insurance on **your** behalf.

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:



Customer Relations Department

UK General Insurance Limited

Cast House

Old Mill Business Park

Gibraltar Island Road

Leeds

LS10 1RJ

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

CLAIMS

Service Solutions Assist Ltd trading as Local Assist

Solutions House

Fairways Office Park

Fulwood

Preston

Lancashire

PR2 9WT

Tel: 0800 157 1211

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 04431.

If **your** complaint about **your claim** cannot be resolved by the end of the next working day, Service Solutions Assist Ltd trading as Local Assist will pass it to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

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 €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0800 023 4567

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 Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 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.

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. **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.