

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

All potential claims must be reported to the Home Emergency Claims Helpline:

Home Emergency Claims Helpline Service – 0800 276 1035

(Operates 24 hours a day, 365 days a year)

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

This Home Emergency Claims Helpline is only in respect of Home Emergency Assistance and cannot assist with any other insurance matter.

It does not take the place of Your Material Damage Insurance which would normally be covered under Your main home insurance policy. If the situation is not an Emergency likely to cause insecurity, excessive discomfort, risk or difficulties, You should telephone Your Home insurer direct for claims assistance and advice.

HOW TO ARRANGE HOME EMERGENCY ASSISTANCE AND MAKE A CLAIM

- * Before requesting assistance and making a claim check that the circumstances are covered by this insurance.
- * Telephone the Home Emergency Claims Helpline quoting with whom Your insurance was arranged and provide details of the problem.
- * To ensure an accurate record of Your Home Emergency, Your telephone conversation may be recorded.
- * All requests for assistance must be made to the Home Emergency Claims Helpline and not to the Contractors direct otherwise any Emergency Work will not be covered.
- * The Home Emergency Claims Helpline will obtain a suitable Contractor provided that there are no circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible such as adverse weather conditions, industrial disputes, failure of the public transport system.
- * The Home Emergency Claims Helpline and the Contractor will use their discretion as to when and how the Emergency Work is undertaken.
- * **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.**
- * The Contractor will charge the cost of all work covered by the insurance directly to the Insurer, but You will be asked to pay the cost of:
 - a) call-out charges if there is not a responsible person at the Property when the Contractor arrives;
 - b) any work not covered by or excluded by this insurance;
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

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

Where it is not possible to validate Your claim at the time of initial notification, 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.

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the Home Emergency Claims Helpline, which operates 24 hours a day, 365 days a year.

The Home Emergency Claims Helpline telephone number is 0800 276 1035.

The address for correspondence is:

LIMemergency
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

We will pay Your claim up to the Claim Limits subject to the terms, conditions and exclusions of this policy against an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance.

POLICY DEFINITIONS

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

Agent

Direct Group Limited

Claim Limit(s)

The Claim Limits for the policy shall be limited (inclusive of VAT) to:

- i) The Contractor's call-out charge, the Contractor's labour, parts and materials up to £250.00
- ii) Boiler Replacement Contribution up to £500.00
- iii) Alternative Accommodation up to £250.00
- iv) A maximum of £500.00 per any one Period of Insurance

Computer Virus

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.

Contractor

A qualified person approved and instructed by the Home Emergency Claims Helpline to undertake Emergency Work. (This may include a Local Authority in the case of Pest Infestation).

Electronic Data

Mean facts, concepts and information stored to form useable 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.

Emergency

A sudden and unforeseen situation which if not dealt with quickly and without sensible intervention by You would:

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause excessive discomfort, risk or difficulties for or to You.

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 Home Emergency Claims Helpline 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 arranged by Direct Group Limited, administered by Legal Insurance Management Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Period of Insurance

This policy will run concurrently with Your Be Wiser home insurance policy for 12 months as shown on Your Schedule. If Your Be Wiser home insurance policy cancels for any reason this policy will also be cancelled.

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

The house or flat at the address shown on Your Schedule, used for domestic and clerical business purposes only, which is Your main residence.

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.

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

UK General on behalf of Great Lakes Reinsurance (UK) SE.

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| INSURED EVENTS |
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Emergency Work where one or more of the following has occurred in the Property:

Section 1 - Plumbing and Drainage

| What is Covered? | What is Excluded? |
|---|--|
| 1) Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence. 2) Blocked toilet. 3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting. | 1) The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage. 2) Blocked toilets where this has been caused as a consequence of wilful misuse. 3) All public sewers, drains and pipe work which are maintained by local utilities or service undertakings. 4) Descaling and any work arising from hard water scale deposits. 5) Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units. 6) External overflows unless internal damage is a likely consequence or the leakage of water from swimming pool or hot tubs. 7) The repair of domestic appliances that are leaking water, other than from external fixed pipe work. |

| Section 2 - Internal Electricity, Gas and Water Supplies | |
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| What is Covered? | What is Excluded? |
| 1) Electricity failure of at least one complete circuit. 2) Gas leak. 3) Water supply system failure. | 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 electricity or water or gas supply system. 3) External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs. 4) 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. 5) Descaling and any work arising from hard water scale deposits. 6) Photovoltaic systems. |

| Section 3 - Security | |
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| What is Covered? | What is Excluded? |
| 1) External lock failure or damage. 2) External door failure or damage. 3) External window failure or damage. | 1) Internal locks, doors, glass, external garages or outbuildings. 2) Any damage caused by the Contractor in gaining access to the Property. 3) Window locks. 4) Doors subject to swelling. |

| Section 4 - Lost Key | |
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| What is Covered? | What is Excluded? |
| Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained. | 1) The loss of keys to internal doors, garages and outbuildings. 2) Any damage caused by the Contractor in gaining access to the Property. |

| Section 5 - Primary Heating System | |
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| What is Covered? | What is Excluded? |
| 1) The Primary Heating System has broken down completely. 2) 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. | 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 solar heating systems. 4) Power flushing or descaling. 5) The replacement of water tanks, cylinders, and central heating radiators. |

| Section 6 - Pest Infestation | |
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| What is Covered? | What is Excluded? |
| 1) Wasp nests. 2) Hornet nests. 3) House mice. 4) Field mice. 5) Rats. 6) Cockroaches. | Where the infestation is not directly affecting the living areas of the Property. |

| Section 7 - Roofing | |
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| What is Covered? | What is Excluded? |
| Sudden and unforeseen damage to the roof of the Property. | Damage to flat roofs over 10 years of age. |

Section 8 - Boiler Replacement Contribution

| What is Covered? | What is Excluded? |
|---|-------------------|
| Subject to acceptance of a claim under Section 5 of this policy, where Your boiler has failed and is deemed by the Contractor and Us to be Uneconomical to repair, We shall contribute (upon production of an original receipt for payment) towards the cost of a brand new like for like replacement up to a maximum of 50% of the market value of a replacement, or the amount paid as shown on the receipt, whichever is the lower, up to the amount shown within the Claims Limits. | |

Section 9 - Overnight Accommodation

| What is Covered? | What is Excluded? |
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| Overnight accommodation (where first agreed by Us and upon production of an official receipt) where it has not been possible to resolve the Emergency following Emergency Work carried out by the Contractor and the Property is rendered uninhabitable. | |

EXCLUSIONS

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, or it has been incorrectly used or modified, or has been tampered with, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
4. replacement or adjustment to any decorative or cosmetic part of any equipment;
5. garages, out-buildings, leisure equipment, cesspits, septic tanks or fuel tanks;
6. wilful act or omission or lack of maintenance or neglect by You;
7. 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;
8. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
9. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy;
10. 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;
11. 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;
12. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Resolution or Repair;
13. Electronic Data - Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted;
14. Radiation - 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;
15. Terrorism - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - I. involves violence against one or more persons; or
 - II. involves damage to property; or
 - III. endangers life other than that of the person committing the action; or
 - IV. creates a risk to health or safety of the public or a section of the public; or
 - V. is designed to interfere with or to disrupt an electronic system.This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism;
16. War - 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.

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;
- 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.

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.

Fraud

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.

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 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.

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 telephone Be Wiser Insurance on 0333 003 3280 within 14 days of issue and Your cover will be cancelled.

Cover lasts for 12 months or when Your Home Insurance policy expires with Be Wiser Insurance, whichever is sooner.

You can cancel cover at any time by writing to:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.

Email: admin@bewiser.co.uk

Telephone: 0333 003 3280

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 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.

As You have not paid any premium for this policy, no refund will be applicable.

Claims Helpline Service

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

Home Emergency Claims Helpline Number: 0800 276 1035

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.

How to make a complaint

Sale of Your policy

If You have a question or concern about, or You wish to make a complaint about, the sale of Your policy (including the information You were given before You bought the policy) please contact Be Wiser Insurance at:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.

Email: admin@bewiser.co.uk

Telephone: 0333 003 3280

If it is not possible to reach an agreement You have the right to make an appeal to the Financial Ombudsman Service at the address shown below.

Policy administration and claims

If You have any questions or concerns about the handling of Your policy or about a claim You should contact:

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DYS 1XF

Tel: 01384 377000

Email: claims@legalim.co.uk

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

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567
www.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.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its 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.