

# RESIDENTIAL HOME EMERGENCY POLICY



## **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 – 01384 884040**

(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 01384 884040**

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**

URIS 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

### **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).

### **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 URIS Group Ltd, administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

### **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.

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**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.

**Terrorism**

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

**Uneconomical**

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

**We, Us, Our**

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

<b>INSURED EVENTS</b>
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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**

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

What is Covered?	What is Excluded?
<ol style="list-style-type: none"><li>1) External lock failure or damage.</li><li>2) External door failure or damage.</li><li>3) External window failure or damage.</li></ol>	<ol style="list-style-type: none"><li>1) Internal locks, doors, glass, external garages or outbuildings.</li><li>2) Any damage caused by the Contractor in gaining access to the Property.</li><li>3) Window locks.</li><li>4) Doors subject to swelling.</li></ol>

### Section 4 - Lost Key

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.	<ol style="list-style-type: none"><li>1) The loss of keys to internal doors, garages and outbuildings.</li><li>2) Any damage caused by the Contractor in gaining access to the Property.</li></ol>

### Section 5 - Primary Heating System

What is Covered?	What is Excluded?
<ol style="list-style-type: none"><li>1) The Primary Heating System has broken down completely.</li><li>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.</li></ol>	<ol style="list-style-type: none"><li>1) Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).</li><li>2) Lighting of boilers or the correct operation or routine adjustment of time or temperature controls.</li><li>3) Any form of solar heating systems.</li><li>4) Power flushing or descaling.</li><li>5) The replacement of water tanks, cylinders, and central heating radiators.</li></ol>

### Section 6 - Pest Infestation

What is Covered?	What is Excluded?
<ol style="list-style-type: none"><li>1) Wasp nests.</li><li>2) Hornet nests.</li><li>3) House mice.</li><li>4) Field mice.</li><li>5) Rats.</li><li>6) Cockroaches.</li></ol>	Where the infestation is not directly affecting the living areas of the Property.

### Section 7 - Roofing

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) £500 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?
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. any Legal Proceedings brought outside of the United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man;
14. any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
15. any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
16. any loss or damage caused by any sort of war, invasion or revolution
17. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
18. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

## CONDITIONS

### 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

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, You will not be entitled to any refund or premium or benefit under the policy. We may also take legal action against You and inform the appropriate authorities.

### Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

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

You can also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### **Legal Insurance Management Ltd Privacy Notice**

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

It is important to LIM that You are clear on what information We collect and why We collect it. You can withdraw Your consent at any point by notifying LIM, however if You have an on-going claim this may affect continued cover under Your policy. Should Your data need updating, this can also be done at any point by contacting LIM.

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

### **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](mailto: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: 01384 884040**

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured Person's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

### **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](mailto: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.

### Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance contact Legal Insurance Management Ltd.



Write to **Us** at: -

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



Email **Us** at: -

[claims@legalim.co.uk](mailto:claims@legalim.co.uk)



Call **Us** on: -

01384 377 000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This may also apply if You are insured in a business capacity. You may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

### Compensation Scheme

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