## UKG HOUSEHOLD HOME EMERGENCY COVER

Underwritten by UK General Insurance Limited

Policy Book - Nov 2016



Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ To find out more visit <a href="www.ukgeneral.com">www.ukgeneral.com</a> or call us on 0370 421 4503



## WHAT IS COVERED

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

- a) Advise you on what action to take to protect you and your property;
- b) Send one of our approved engineers or arrange an appointment for an approved engineer to visit your property; and
- c) Organise and pay the cost of providing assistance, up to the claim limit, including VAT but excluding any excess.

### 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.

### CONTENTS

WHAT IS COVERED

WHAT IS NOT COVERED

**DEFINITIONS** 

ITEMS COVERED

HOW TO ARRANGE EMERGENCY ASSISTANCE

REPLACEMENT OF PARTS OR COMPONENTS

**GENERAL EXCLUSIONS** 

CONDITIONS

**GOVERNING LAW** 

HOW TO CANCEL YOUR POLICY

MAKING YOURSELF HEARD

CONSUMER INSURANCE ACT

**COMPENSATION SCHEME** 

g

**DATA PROTECTION ACT 1998** 

## **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 **property** 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 Economical Repair (BER)

The point at which we estimate the cost to repair the boiler / appliance exceeds the boiler / appliance's value. When calculating the value of your boiler / appliance, we take into consideration the age of your boiler / appliance (which is calculated from the date of manufacture), together with the type of boiler / appliance. This value is then compared

- to the total cost of parts and labour required to repair the boiler / appliance. When the repair cost is higher than the
- value, we deem the boiler / appliance to be beyond economical repair.

#### Call Out

3

6

8

Means a request for assistance from you/your to the helpline, following an emergency, even if the request is then cancelled by you/your.

#### Claim Limit

- 7 The maximum amount we will be liable for per call out including call out charges, labour, parts, materials and
- $\,$  8  $\,$  where applicable the cost of alternative accommodation.

Please refer to your policy schedule for details of your

- 8 **claim limit** and the maximum number of **call outs we** will be liable for during the **period of cover**.
- Commencement Date
- Means the start of the **period of cover** as shown in the **schedule**.
- 9 Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your claim** unless specifically stated in this policy.

#### **Emergency**

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

- (a) render the property unsafe or insecure; or
- (b) damage or cause further damage to the  ${f property};$  or
  - (c) cause personal risk to you/your.

#### Excess

The first amount of each call out payable by you to the helpline before the approved engineer will attend.

Details of any excess applicable to your policy will be recorded on your policy schedule.

#### Helpline

Means the company appointed by **us** to arrange **assistance** under **your** policy.

Helpline telephone number 0800 157 1211

#### **Property**

A private domestic dwelling at the address shown in the schedule.

#### Pay on use.

Should an emergency arise that is not included under landlord's home emergency cover we may be able to arrange for an approved engineer to attend your property but you will be responsible for all costs involved. The use of this service does not constitute a call out under your policy.

#### **Period of Cover**

Means the period shown in the **schedule** between the **commencement 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, pumps, hot water cylinder and radiators, but excluding any form of solar or warm air heating system and non-domestic central boiler or source.

#### Schedule

Means the document sent to you confirming the commencement date, details of the insured and the property.

#### Unoccupied

Means where no one has resided in the **property** for a period exceeding 30 consecutive days.

We, Us, Our, Insurer

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

#### You, Your, Insured

The person(s) named on the **schedule** as the policy holder along with any other permanent members of the household.

### **ITEMS COVERED**

The cover provided under **your** policy will depend on the cover options **you** have selected.

Please refer to **your policy schedule** for confirmation of the level of cover provided under **your** policy.

The amount we will pay in respect of any one claim shall not exceed the claim limit. You are responsible for paying any excess under the policy and / or any cost of assistance that exceeds the claim limit.

Please refer to **your schedule** for details of **your** level of cover.

#### 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 property which has resulted in internal water leakage, flooding or water damage to the property.

#### We do not cover

- a) General maintenance including but not limited to dripping taps, leaking external overflows;
- b) The costs of repairs to the underground water supply or drainage facilities except where within **your property**;
- c) Leaks from any household appliance, sink, shower or bath where leakage only occurs when the appliance is in use;
- d) Toilets, cisterns, baths, basins, bidets or shower bases;
- e) Cesspits, septic tanks;
- f) Plumbing and filtration systems for swimming pools or spa baths;
- g) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- h) Replacement of water tanks or hot water cylinders;
- i) Replacement of radiators;
- j) Any repair to domestic appliances that are leaking water, other than from the external fixed pipe work;
- k) Water leak noises where there is no visible leak;
- The escape of water where it is not causing any internal damage or risk to any insured person's health;

- m) Frozen pipe work;
- n) Shared drainage facilities with the exception of those within the boundaries of the insured property;
- Any damage caused by the approved engineer in gaining access to the property due to removing an appliance or any equipment from its operation position in order to effect an emergency repair.

#### 2. ELECTRICITY SUPPLY

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

#### We do not cover

- a) The failure of any electrical wiring that is not permanent (e.g. fairy lights);
- b) Any fault in supply prior to the consumer box;
- c) Wire / cabling situated outside of the **property** (e.g. wiring to satellite dishes, aerials etc);
- d) Any claims where in the opinion of **our approved engineer** 
  - the electrical system would fail to meet minimum electrical safety standards;
- e) 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);
- f) Any claims relating to the electricity supply to burglar / fire
  - alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories;
- g) Wiring and electrics which are not permanent fixtures;
- h) Replacement of light-bulbs & fuses in plugs;
- Repair or replacement costs if our approved engineer 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. PRIMARY HEATING SYSTEM

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

**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**.

Please note **you** will be responsible to pay the first £65.00 of each claim associated to the **primary heating system** where:

- a) At the time of reporting an emergency you are unable to confirm the boiler has been serviced in the last 12 months;
- b) At the time of attendance **you** are unable to provide evidence that the boiler has been serviced by the provision of a service receipt or invoice issued by a Safegas registered engineer.

This charge is payable by **you** to the **helpline** before the **approved engineer** will provide **assistance** under the policy.

#### We do not cover

- a) Gas leaks:
- b) Oil contamination resulting from a leak from an oil powered boiler
- c) A boiler which is more than 10 years old;
- d) A boiler fitted within a property with more than 6 bedrooms;
- e) Faults which in the opinion of an approved engineer are
  as a result of the boiler not being serviced within the last
  12 months unless you have paid the first £65.00 of the call
  out cost to the helpline;
- f) Lighting of boilers or re-setting of boiler, time or temperature controls or the correct operation or routine adjustment of time or temperature controls;
- g) Clearing airlocks or bleeding radiators;
- h) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- i) Fuel tanks and associated pipe work;
- j) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- k) Replacement of water tanks or hot water cylinders;
- l) Replacement of radiators;
- m) Replacement or repairing any loss or damage if the boiler is, in the opinion of the engineer, beyond economical repair;
- n) Loss of hot water where there is an alternative means of heating water e.g. immersion heater;
- o) Reoccurring or intermittent faults, nor boiler / system noise where the boiler is still functioning;
- p) The freezing of a condensate pipe.

#### 4. WATER SUPPLY

We will assist you to restore the water supply following a sudden unexpected leakage, collapse or blockage of the mains water supply pipe connecting the main stopcock in your property to the point where it is connected to the public or shared water supply pipe within the boundary of your property provided you have sole responsibility for this.

#### We do not cover

- a) Frozen pipes;
- b) An emergency as a result of land heave or subsidence;
- c) Cost to remedy any damages caused to gain access to the pipe, including but not limited to surface finishes e.g. tarmac or paved driveways.

#### 5. EMERGENCY GAS SUPPLY PIPE COVER

We will assist you to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in your property. Our assistance will only be provided once the National Gas Emergency Service has attended and isolated the leak.

#### We do not cover

- a) General maintenance;
- Any gas boiler, fire, central heating or hot water breakdown;
- Temporarily frozen pipes where permanent damage isn't confirmed;
- d) Systems not installed correctly or which do not conform to any governing Gas Safe regulation or requirements.

#### 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 property which has resulted in internal water leakage, flooding or water damage to the property; or which renders the toilet inoperable.

#### We do not cover

- a) General maintenance;
- b) Cesspits, septic tanks;
- c) Failure to one toilet where there is another working toilet within the **property**;
- d) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- e) Replacement of water tanks or hot water cylinders.

#### 7. SECURITY

We will assist you to make the property 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 property unsafe or insecure.

#### We do not cover

- a) Damage as a result of theft or attempted theft;
- b) Failure of the **property** security system;
- Replacement glazing unless the contractor has the appropriate glazing available at the time of the initial visit;
- d) Replacement of defective locks unless there is no way of making the **property** secure overnight;
- e) Any broken and / or damaged external locks, doors or windows which do not cause a security risk to the property;
- f) Any broken and / or damaged double glazed windows where both panes have not been damaged;
- g) Any broken and / or damaged external doors where the property is secure and there is alternative access to the property;
- h) Loss of keys for outbuildings, garages or sheds;
- i) Loss of keys where an alternative set is available;
- j) Any damage caused by the approved engineer in gaining access to the property due to the failure of the locks.

#### 8. ROOFING

We will assist you to stop the emergency which has arisen from damage to the roof of your property due to bad weather conditions or falling trees or branches.

#### We do not cover

- a) Flat roofs and gutters;
- b) A property covered under a management agreement;
- c) A **property** greater than three storeys high.

#### 9. ALTERNATIVE ACCOMMODATION

Where **your property** is declared unsafe **we** will provide a contribution towards alternative accommodation. The maximum we will pay under this section is the cover limit shown in the schedule less any costs paid as part of the **Emergency** that results in alternative accommodation being required.

#### We do not cover

a) Claims where **your** home has not been declared unsafe by **our** approved contractor; or

Claims where **your** request for alternative accommodation has not been approved by the claims handler.

#### 10. PEST CONTROL

We will assist you in the removal of or extermination of wasps, hornets, rats and mice infestation in the property.

We do not cover

- a) An emergency if you fail to follow previous guidance given by an approved engineer or the helpline;
- b) Damage to the structure, masonry, fixtures and fittings or any cleaning caused directly or indirectly by pests;
- c) Pests kept as domestic pets or for commercial purposes;
- d) Boring insects and woodworm.

# 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. gas leak is the responsibility of the distributor for that area. If you smell gas or think that there is a gas leak in your home, you should contact the National Gas Emergency Service on 0800 111999. An approved contractor will not be able to attend your home until gas leaks have been made safe.
- 2. Before requesting assistance, check that the circumstances are covered by your policy. Remember this is not a maintenance policy and does not cover routine maintenance in your property. 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. Should you be unable to provide evidence that the boiler has been serviced you will be asked to pay the first £65.00 of the call out costs.
- 4. Telephone the helpline as soon as possible after the emergency occurs 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 limit the amount we pay to our standard service costs All calls are recorded.
- The helpline will appoint an approved engineer to attend your property, 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 property 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) The excess:
  - (b) **Call out** charges if there is no-one at the **property** when the **engineer** arrives;
  - (c) Work in excess of the claim limit;
  - (d) Fitting replacement parts or components of a superior specification to the original at **your** request.

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**.

#### Helpline 0800 157 1211

Claims Handler

Service Solutions Assist Ltd trading as Local Assist

**Solutions House** 

Fairways Office Park

Fulwood

Preston

Lancashire

PR2 9WT

UK General Insurance Limited is an insurer's 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.

## **GENERAL EXCLUSIONS**

We shall not be liable for:

- 1. Any excess under the policy or costs you are required to pay under the policy;
- More than the maximum number of call outs covered by your policy during the period of cover, as outlined in your schedule;
- 3. Events where there is an inherent defect causing the emergency;
- 4. Costs arising from or in connection with:
  - a) Circumstances known to you prior to the commencement date of your policy;
  - b) Call outs arising after the property has been left unoccupied;
  - c) Consequential loss of any kind and any wilful or negligent act or omission by you or any third party;
  - Events where on attendance it becomes clear that the call out is not an emergency;
  - e) More than one call out arising from the same cause;
- Repairs on systems where spare parts are no longer available;
- Call outs for assistance caused by your failure to carry out any remedial work or recommendations made by the approved engineer;
- 7. Any system, equipment or facility which has not been properly installed;
- 8. Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty;
- Replacement of or adjustment to any decorative or cosmetic part of any equipment;
- 10. The interruption or disconnection of utility services to the property however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks;
- 11. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, , hostilities (whether war be declared or

- not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 12. Terrorism: Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy 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 act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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:

involves violence against one or more persons; or involves damage to property; or

endangers life other than that of the person committing the action; or

creates a risk to health or safety of the public or a section of the public; or

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.

- 13. Loss or damage to any property, or any resulting loss or expense or any consequential loss 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;
  - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
  - loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever.
- 14. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

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

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

### **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.
- You must take reasonable care and maintain the property and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- 6. 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.
- 7. You must maintain a buildings insurance policy in force during the **period of cover**.

## **GOVERNING LAW**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

# 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 Assurant Intermediary, within 14 days of issue and we will refund your premium. Thereafter you may cancel the insurance cover at any time by contacting Assurant however no refund of premium will be payable.

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 to you at your last known address. Provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period.

## 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 Assurant Intermediary 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: 0345 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 **06027A** 

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: 0345 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 €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

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

You can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones).

Website: www.financialombudsman.org.uk

Using this service does not affect **your** right to take legal action.

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.

## CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS)

**ACT 2012** 

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy

to make sure that all information supplied as part of your application for cover is true and correct

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.

## 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 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

