

# RESIDENTIAL EMERGENCY POLICY

## **IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY**

All potential claims must be reported to Our Claims Helpline.

### **Claims Helpline – 01384 884041**

**This Claims Helpline is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. It does not take the place of Your Material Damage Insurance. If the situation is not an Emergency likely to cause insecurity, unreasonable discomfort, risk or difficulties, You should telephone Your Buildings Insurer direct for claims assistance and advice.**

#### **HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM**

- \* Before requesting assistance and making a claim check that the circumstances are covered by this insurance.
- \* Telephone the Claims Helpline quoting with whom the insurance was arranged and provide details of the problem.
- \* To ensure an accurate record Your telephone conversation may be recorded.
- \* All requests for assistance must be made to the Helpline and not directly to the Contractor otherwise any Emergency Work will not be covered.
- \* The 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 Helpline and the Contractor will have reasonable 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:
  - 1) Call-out charges if there is not a responsible person at the Property when the Contractor arrives.
  - 2) Any work not covered by or excluded by this insurance.
  - 3) 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 an engineer prior to making contact with this 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 Our Claims Helpline Service, which operates 24 hours a day, 365 days a year.

The Emergency Claims Helpline Service telephone number is 01384 884041

Our 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 Claims 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.

### **Beneficiary**

A member of the relevant insurance scheme as shown on the schedule who has paid the relevant subscriptions.

### **Claim Limit(s)**

The amount We will pay in respect of any one claim and during any one Period of Insurance.

For Emergency Work the cost shall be limited (inclusive of VAT) to:

- 1) The Contractor's call-out charge.
- 2) The Contractor's labour up to a maximum of 3 hours.
- 3) Parts and materials up to £150.
- 4) Contribution to alternative heating purchased or hired by the Beneficiary up to £50.
- 5) Boiler Replacement Contribution up to £150.
- 6) Alternative Accommodation up to £250.

Subject to a maximum Claim Limit of £1,000 for each claim related by time or original cause.

### **Contractor**

A qualified person approved and instructed by the 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 would:

- 1) Render the Property unsafe or insecure; or
- 2) damage or cause further damage to the Property; or
- 3) cause significant discomfort, risk or difficulties for or to You.

### **Emergency Work**

Work undertaken by the Contractor to resolve an Emergency by completing a Temporary 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 Claim Limits under the policy. In relation to Pests, this shall mean the removal or control thereof.

### **Excess**

The first amount of each and every claim as detailed in the Schedule, which the Beneficiary is responsible for.

### **Helpline**

The Helpline operated by LIMemergency.

### **Insurer**

This insurance is administered by Legal Insurance Management Ltd, arranged by Philip Williams & Company & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Legal Insurance Management Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

**Period of Insurance**

The Period we have agreed to cover the Beneficiary for.

**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**

Your principal private dwelling residence owned by You.

**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 Repair**

A 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 Insurance Ltd on behalf of Great Lakes Insurance SE.

**You, Your**

The Beneficiary to whom this policy has been issued and anyone else living in the Property with their permission.

<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?
<ol style="list-style-type: none"> <li>1) Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence.</li> <li>2) Blocked toilet.</li> <li>3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting.</li> </ol>	<ol style="list-style-type: none"> <li>1) The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage.</li> <li>2) Blocked toilets where this has been caused as a consequence of wilful misuse.</li> <li>3) All public sewers, drains and pipe work which are maintained by local utilities or service undertakings.</li> <li>4) Descaling and any work arising from hard water scale deposits.</li> <li>5) Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.</li> <li>6) External overflows unless internal damage is a likely consequence or the leakage of water from swimming pools or hot tubs.</li> <li>7) The repair of domestic appliances that are leaking water, other than from external fixed pipe work.</li> </ol>

**(Section 2)****Internal Electricity, Gas, and Water Supplies**

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li>1) Electricity failure of at least one complete circuit.</li> <li>2) Gas leak.</li> <li>3) Water supply system failure.</li> </ol>	<ol style="list-style-type: none"> <li>1) Repair work to or the cost of replacing lead pipework.</li> <li>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.</li> <li>3) External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.</li> <li>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.</li> <li>5) Descaling and any work arising from hard water scale deposits.</li> <li>6) Photovoltaic systems.</li> </ol>

**(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) Doors subject to swelling.</li> </ol>

**(Section 4)****Lost Key**

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li>1) Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.</li> </ol>	<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 failed or broken down completely.</li> <li>2) A contribution towards the cost of purchase or hire by the Beneficiary (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>	<ol style="list-style-type: none"> <li>1) Where the infestation is not directly affecting the living areas of the Property.</li> </ol>

**(Section 7)**  
**Roofing**

**What is Covered?**

- 1) Sudden and unforeseen damage to the roof of the Property.

**What is Excluded?**

- 1) Damage to flat roofs over 10 years of age.

**(Section 8)**  
**Boiler Replacement Contribution**

**What is Covered?**

- 1) 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) the lower of 50% of the capital cost including VAT or £150 towards the cost of a brand new replacement.

**What is Excluded?**

**(Section 9)**  
**Overnight Accommodation**

**What is Covered?**

- 1) Overnight accommodation up to a maximum of £250.00 including VAT (upon production of an official invoice) where it has not been possible to resolve the Emergency following Emergency Work carried out by the Contractor and the Property is rendered uninhabitable.

**What is Excluded?**

**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 system, equipment including boilers or facility which has not been properly installed in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- 3) Replacement or adjustment to any decorative or cosmetic part of any equipment.
- 4) Garages, out-buildings, leisure equipment, cesspits, septic tanks or fuel tanks.
- 5) Wilful act or omission or lack of maintenance or neglect by You.
- 6) Claims relating to Properties left unoccupied for 60 consecutive days or more.
- 7) Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty.
- 8) Any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy.
- 9) Claims arising within the first 48 hours from the date of commencement of this insurance unless You held equivalent insurance immediately prior to the commencement of this policy.
- 10) 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.
- 11) Loss or damage to any property, or any resulting loss or expense.
- 12) Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.
- 13) Any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Repair.
- 14) Electronic Data  
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.
- 15) 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.
- 16) Terrorism  
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## 17) 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

## 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

You must not act in a fraudulent way. If you or anyone acting for you:

- 1) Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy.
- 2) Fails to reveal or hides a fact likely to influence the cover we provide.
- 3) Makes a statement to us or anyone acting on our behalf, knowing the statement to be false.
- 4) Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.
- 5) Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- 6) Makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

## Privacy Policy

### UK General Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road Leeds LS10 1RJ.

### 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.

### **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.

### **Reasonable Care**

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.

Where a Temporary 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**

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We 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 you at your last known address. Valid reasons may include but are not limited to:

- 1) Where we reasonably suspect fraud.
- 2) Non-payment of premium.
- 3) Threatening and abusive behaviour.
- 4) Non-compliance with policy terms and conditions.
- 5) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

### **Claims & Helpline Service**

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

#### **Emergency Claims Notification & Advice Helpline Number: 01384 884041**

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 Beneficiary'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.

### **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:

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

Alternatively, email us at [claims@limemergency.co.uk](mailto:claims@limemergency.co.uk)

If you wish to raise a complaint verbally, please call us on 01384 377000.

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,  
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

Great Lakes Insurance 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](http://www.fscs.org.uk).

## HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

- 1) Telephone the Helpline quoting with whom the insurance was arranged and provide details of the problem.
- 2) To ensure an accurate record Your telephone conversation may be recorded.
- 3) All requests for assistance must be made to the Helpline and not directly with the Contractor otherwise the Work will not be covered.
- 4) The Helpline will obtain a suitable Contractor provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.
- 5) The Helpline and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
- 6) You must ensure that whilst the Contractor is at the Property an appropriate person to authorise any work is also present.
- 7) **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.**
- 8) The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
- 9) You will be asked to pay the cost of:
  - i) Call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
  - ii) All charges in excess of the Claim Limits.
  - iii) Any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
- 10) There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond Our control. In the event of this occurring We will ensure that Your Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.
- 11) Where the Contractor and Us deem Your boiler to be Uneconomic to repair, You will be required to provide an original invoice showing payment for a brand new replacement boiler prior to Us paying any benefit under Section 8 of this policy.
- 12) 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.