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Major emergencies which could result in loss of life or serious damage to **home** should be immediately reported to the supply company and/or public emergency services.

Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999. 2

Please look at **your** most recent insurance policy to check **your** level of cover.

This policy is designed to assist **you** during an emergency. It will not cover situation that are not notified to us within <u>48 hours</u> of the incident.

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Call **our** 24-hour helpline on **0333 234 3326**.

We will ask you some questions to check your identity and the details of your emergency. We will talk you through your cover and let you know what we will do next.

Some Important Information

- 1. If we accept your claim, the claim helpline will source a suitable contractor to attend your home and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of emergency repairs, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system
- 2. The **claims helpline service** and **contractor** will use their discretion as to when and how the **emergency repairs** are undertaken.
- 3. The contractor will invoice the cost of all work covered by the insurance to us. You will be asked to pay the cost of:
 - a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
 - b. All charges in excess of the claims limits or any work excluded by this insurance **you** will be informed of this before any work is undertaken.
 - c. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
 - d. Any excess payable.
- 4. 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 home** is safe and if required the **contractor** will provide **you** with a quotation for a suitable repair.
- 5. In the event that **you** engage the services of a tradesperson prior to making contact with the **claims helpline service**, any costs incurred by **you** will not be covered by this insurance.
- 6. Your claim will not be considered an emergency unless it is reported within 48 hours of discovery.

Reserving Funds

In some situations, we may not be able to assess your claim or confirm your policy is operative from the information and details provided by you. It may therefore be necessary for our contractor to attend your home, assess the situation and provide us with a report. In these circumstances you will be asked 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. This will help us to respond to your emergency without unnecessary delay and provides you with an option to receive emergency assistance at your home should cover be excluded under your policy.

Household Buildings and Contents

This insurance policy is designed to offer 24-hour assistance if **you** suffer a home emergency. It compliments but does not replace either **your** household buildings or contents insurance policy, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for claims assistance.

How your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost and there is no **temporary repair** available. If **our contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

Maintenance of Your Home

It is a requirement that **you** maintain **your home**, including fixtures and fittings. We also recommend that **you** have a regular boiler service in accordance the manufacturer's recommendations.

Trace and Access

There may be times when **our contractor** has to carry out trace and access to locate the emergency. This may involve removing and/or damaging parts of the **home**, fixtures and fittings to enable to **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost). **We** may also refer **you** to **your** building and contents insurance provider for trace and access to be completed.

Working Together

To enable **us** to provide the best possible claims service to **you**, **we** shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative. If **your** claim is accepted, **we** ask that **you** allow for the **contractor** to attend **your home** within 24 hours of the claim being reported to **us**. If **you** delay and/or prevent the **contractor** from attending within 24 hours **we** may withdraw cover. There may be times where **our contractor** has to order parts that are not readily available, in the event of this occurring **we** will ensure that **your home** is safe.

Other Similar Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

Meaning of Words

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

Agent	George Burrows.
Beneficiary, You, Your	The member and anyone else living in the Home with their permission.
Claims Helpline Service	The helpline operated by LIMemergency.
Claim Limit(s)	
. ,	The amount we will pay in respect of any one claim.
Contractor	A tradesperson authorised and instructed by the claims helpline service to undertake emergency repairs .
Emergency Repairs	Work undertaken by a contractor to resolve the emergency by completing a temporary repair . We will only complete a permanent repair where this can be done at a similar cost, or where there is no temporary repair available, up to the claim limit specified in this policy.
Excess	The first £25 of each and every claim.
Home	The member's principal permanent place of residence in the United Kingdom, Channel Islands or Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. Garages and outbuildings that are attached and/or accessed via the home will be included under Pests.
Insurer	This insurance is administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.
Member	Serving or Retired Police Officers and Police Staff of the relevant Police Force and any other individuals who are members of the Police Federation and have paid the relevant subscription.
Period of Insurance	The period for which a premium has been paid.
Policyholder	The Member for whom a premium has been paid.
Primary Heating System	The principal central heating and hot water systems excluding any form of renewable energy systems, non-domestic central boiler/source and underfloor heating where the serviceable system is inaccessible.
Temporary Repair, Temporary Resolution	A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A temporary repair or resolution will need to be replaced by a permanent repair.
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 of the emergency repairs (including parts and labour) is greater than 75% of the cost of replacing the item as new.
We, Us, Our	Legal Insurance Management Ltd.

Cover

we will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

Section 1 - Plumbing & Drainage

What is Covered?

Emergency repairs following damage to or failure of the plumbing and drainage system which:

- 1. Means that internal flooding or water damage is a likely consequence.
- 2. Means that you do not have access to one or more useable toilets within your home.
- 3. Causes blocked external drains that are your sole responsibility within the boundary of the home, where this can be resolve by jetting.

What is Excluded?

- The replacement of water tanks, cylinders, central heating radiators, external WC's and external pipes and taps.
- 2. Overflows not causing internal water damage.
- Blocked toilets and/or drains where this has been caused as a 3. consequence of misuse or the internal workings of the flush.
- 4. Saniflo systems or other macerator-based systems.
- Descaling and any work arising from hard water scale deposits. 5.
- The repair of domestic and/or leisure equipment that are leaking water, other than from external fixed pipework.
- Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at
- Where the leak can be contained providing you with enough time to arrange a repair privately.

Section 2 – Internal Electricity

What is Covered?

Emergency repairs following the electricity failure of at least one complete circuit which:

- 1. Cannot be resolved by resetting the fusebox; and
- 2. would not be more appropriately resolved by the regional electricity network supplier.

What is Excluded?

- External lighting including security, garages and outbuildings.
- 2. The replacement or adjustment of any light bulbs.
- 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.
- Renewable energy systems.
- Where an appliance has caused a circuit to fail or trip.

Section 3 - Gas Supply

What is Covered?

Emergency repairs after the National Gas Emergency Service has visited your home and isolated your gas supply, emergency repairs will be carried out by a Gas Safe contractor, who will repair or replace the damaged section of internal gas supply pipe. our contractor will also turn your gas supply back on.

What is Excluded?

- Repair work to or the cost of replacing lead pipework.
- The interruption or disconnection of public services to the home however caused, or the failure, breakdown or interruption of the mains gas supply system.

Section 4 - Water Supply

What is Covered?

Emergency repairs following a water supply system failure to:

- 1. The kitchen.
- 2. The bathroom where no other water supply is available for bathing.

What is Excluded?

- The interruption or disconnection of public services to the home, however caused, or the failure, breakdown or interruption or the mains water supply system.
- Where **you** have access to a water supply in another bathroom.
- 3. Descaling and any work arising from hard water scale deposits.

Section 5 - Security

What is Covered?

Emergency repairs following damage to or failure of the following items which would render the main living areas of the home insecure and easily accessible to intruders:

- 1. External locks.
- 2. External doors.
- 3. External windows.

- What is Excluded? Internal locks and doors, glass, external garages or
- 2. Any damage caused by the **contractor** in gaining access to the home.
- Doors subject to swelling. 3.

outbuildings.

Porch doors where there is another lockable door which prevents access to the main living areas of the home.

Section 6 - Access to Home

What is Covered?

Emergency repairs following the loss of the only available key to the **home** which cannot be replaced and normal access cannot be obtained. **Our contractor** will gain access to the **home** and ensure it is left secure.

 Any damage caused by the contractor in gaining access to the home.

What is Excluded?

Section 7 – Primary Heating System

What is Covered?

Emergency repairs following the complete breakdown of the **primary heating system** which:

- 1. Results in the complete loss of heating.
- 2. Results in the complete loss of hot water.

What is Excluded?

- 1. Boilers that are over 238,000 btu net input (70 Kilowatt).
- Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.
- 3. Any form of renewable energy systems.
- 4. Power flushing and descaling.
- The replacement of water tanks, cylinders and central heating radiators.
- Where an immersion heater or similar is available to resolve the failure.
- 7. Intermittent faults where this cannot be identified at the time of the **contractor's** attendance.
- 8. Lack of maintenance or neglect by you.
- Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

Section 8 - Roofing

What is Covered?

Emergency repairs following missing, broken or loose tiles causing internal water damage.

What is Excluded?

- 1. Damage where the roof has not been satisfactorily maintained.
- Costs that should be shared proportionately across all responsible parties.

Section 9 - Pests

What is Covered?

Emergency repairs following an infestation as a result of the following pest in and/or attached to the **home** and there is clear evidence of the infestation:

- 1. Wasp nests.
- 2. Hornet nests.
- 3. House mice.
- 4. Field mice.
- 5. Rats.
- 6. Cockroaches.

What is Excluded?

- Repeat claims where you failed to follow previous guidance from us or the contractor to prevent continued or further infestation.
- The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If you have a swarm, or bees in the structure of your home, you should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Section 10 – Boiler Replacement Contribution

What is Covered?

We shall contribute towards the cost of a brand-new like for like replacement up to a maximum of £150 or the amount show on the receipt, whichever is lower. This is only available upon production of an original receipt for payment. Section 10 will not be operative unless we or the contractor declare the boiler to be uneconomical to repair. Cover under Section 7 will then cease.

What is Excluded?

1. Labour, delivery and shipping costs.

Section 11 – Overnight Accommodation

What is Covered?

Overnight accommodation only (arranged by and booked by us) where it has not been possible to resolve the emergency following an accepted claim for **emergency repairs** by a **contractor** under another section of this policy and the **home** is rendered uninhabitable.

What is Excluded?

1. The cost of any subsistence or other associated costs.

Section 12 - Alternative Heating Allowance

What is Covered?

What is Excluded?

We will pay 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 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. The amount we will contribute is specified within the claim limit.

General 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 and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
- 3. Any system which has been incorrectly used or modified or tampered with.
- 4. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- 5. Replacement or adjustment to any decorative or cosmetic part of any equipment.
- Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
- 7. Wilful act or omission, lack of maintenance or neglect by you.
- 8. Claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left unoccupied for 60 consecutive days or more.
- 9. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- 10. Any other costs or damage that are indirectly caused by the event that led to your claim.
- 11. 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.
- 12. Any costs that would be more appropriately recovered under any other insurance.
- 13. Circumstances which are not sudden or unforeseen.
- 14. Circumstances where we have gone beyond your insurance policy's claim limit or policy cover.
- 15. Claims where our contractor has advised there is no emergency repair available.
- 16. 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.
- 17. 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.
- 18. Any loss or damage caused by any sort of war, invasion or revolution.
- 19. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
- 20. 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**.

Policy Conditions

Claims

To ensure an accurate record your telephone conversation may be recorded.

All requests for assistance must be made to the **claims helpline service** and not to the **contractor** directly otherwise the work will not be covered.

Provided that the **emergency repairs** are 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 **home** or otherwise making the provision of the **emergency repairs** impossible.

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 home** is safe and if require the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should engage the service of a **contractor** prior to making contact with the **claims helpline service**s any costs that **you** incur are not covered by this insurance.

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.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by us.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay you all or any costs charges, fees, expenses or compensation you will do everything possible (subject to our directions) to recover the money and hold it on our behalf. If payment is made by instalments these will be paid to us until we have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

We may take proceedings at our own expense in your name to recover any sums paid under this insurance.

Fraud

If you make any request for payment under this Policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought to be known to be so) or where there is collusion between the parties to a dispute then entitlement to all benefits under this policy shall be lost. We may also take legal action against you and inform the appropriate authorities.

Arbitration

Any dispute between the **policyholder** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor a barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

Arc Legal Assistance Ltd Privacy Policy

Arc on behalf of the **Insurer** are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation. Below is a summary of the main ways in which Arc process **your** personal data, for more information please visit <u>www.arclegal.co.uk</u>

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. 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.

Cancellation

If you decide this policy does not meet your insurance needs, please return it to your agent within 14 days from the date of purchase. Providing that no claims have been made, we will refund your premium in full. You may cancel your policy at any time after the first 14 days by informing your agent, although no refund of premium will be payable.

We may at any time cancel your insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder'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. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands 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



Email us at:

claims@legalim.co.uk



01384 377 000

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

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 €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. in fo@financial-ombudsman. or g.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

AmTrust Europe Limited 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.