

# HOME EMERGENCY INSURANCE POLICY



# **Home Emergency Insurance Policy**

Thank you for choosing this policy.

**Your** policy provides assistance in the event of certain **home emergencies**, which impact the safety and security of **your home**, potentially rendering it uninhabitable.

This policy is suitable for someone who wishes to cover an **emergency** caused by specified events when they do not already have relevant insurance cover. It is not designed to replace **your** buildings and contents insurance and will not provide assistance for normal day to day **home** maintenance.

This policy provides assistance in the event of an **emergency** outlined in the table below.

Please call us as soon as you are aware of the emergency.

#### **Status Disclosure**

This policy is provided on behalf of **your** broker, who are authorised and regulated by the Financial Conduct Authority.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG,. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Register number is 1229676.

**You** can check this on the Financial Conduct Authority's Register by visiting the website <a href="www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the Financial Conduct Authority on 0800 111 6768.

CET (UK) Limited provides the services described in this policy.

**Your** policy is subject to English Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between us.

# **Important Information**

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. The amount of cover **you** hold is shown in the accompanying policy certificate.

If **we** make any changes to **your** policy cover, these will be confirmed to **you** separately in writing.

Each section of this document explains what is and is not covered. There are also General Exclusions that apply to all sections of the cover, and there are General Conditions that **you** must follow for the policy to cover **your** claim.

#### How to make a claim

Please call us as soon as **you** are aware of the **emergency**.

**You** may not claim under a new policy for the first 14 days unless **you** are renewing an existing policy.

Are **you** having an **emergency** in relation to one or more of the following?

- Plumbing and Drainage
- Failure of internal electrics
- Security (i.e. glazing & locks)
- Pests
- Gas supply pipe
- Boiler & heating system

If so, to obtain assistance, contact the 24 hour **Emergency** Helpline on: **0333 234 2138** 

Please have as much information as possible to hand including **your** policy reference 10033/60094, to enable us to assist **you** as quickly as possible.

# What will happen next?

If you suffer an emergency at your home, you should tell us on the emergency telephone number. We will then:

- Advise you how to protect yourself and your home immediately;
- Validate your policy and arrange for one of our authorised suppliers to get in touch with you to make an appointment or to settle your claim on a reimbursement basis;
- We, along with our authorised suppliers under our delegated authority, will then manage your claim from that point onwards and keep you updated throughout your claim journey;
- We will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an emergency repair;
- In the event of your home becoming uninhabitable and remaining so because of a covered event, we will contribute up to £200 inc VAT towards the cost of your (including your pets) accommodation including transport, on a reimbursement basis;
- Once we have carried out an emergency repair and contained the emergency for you, we would always recommend that you arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible. In many cases the emergency repair will only provide a temporary solution to the problem.

Claims under this policy can only be made by **you**, **your** immediate family, lodger or anyone calling on **your** behalf.

If the **emergency repair** is going to cost more than the £500 limit inclusive of VAT, **we** will require **you** to contribute the difference before **we** complete the **emergency repair**.

Subject to **our** prior agreement and on receipt of **your** contractor's fully itemised and paid invoice, **we** would pay **you** up to £500 inclusive of VAT as a contribution to a repair, which **you** arrange **yourself**, taking into account costs already reasonably incurred by **our authorised supplier**, for the initial visit. Any costs already incurred by **our authorised supplier** will be added to any costs incurred by **your** own contractor to determine whether the £500 inclusive of VAT policy limit has been reached.

This will be in full and final settlement of your claim.

When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is covered under **your** buildings insurance.

In some circumstances **we** may find it difficult to deploy an **authorised supplier** to attend **your home** or deal with **your emergency** within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to £500 inclusive of VAT.

In this event **you** will need to provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement. **We** will only reimburse the cost of the **emergency repair** applicable under the policy.

# **Other Insurance**

If **you** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **we** will only pay **our** share of the claim.

#### **Recovering our Costs**

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make. Anyone making a claim under this policy must give us any help and information that we need.

# **Parts Availability**

The provision of parts is an important factor in providing

**emergency repairs**. If **our authorised supplier** does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts through **our approved suppliers**. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like for like basis but will provide an alternative suitable for containing the emergency. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair; we will keep you informed throughout your claim.

There may also be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

# **Meaning of Words**

Wherever the following words and phrases appear in bold in this section they will always have the following meanings.

## **Authorised Supplier**

A tradesperson authorised by us to assess **your** claim, and carry out repairs in **your home** under this policy and under **our** delegated authority.

#### **Covered/Insured Events**

A tradesperson authorised by us to assess **your** claim, and carry out repairs in **your home** under this policy and under **our** delegated authority.

#### **Emergency**

The result of a sudden and unforeseen incident at the **home** which immediately:

- Exposes you or a third party to a risk to yours or their health or;
- b) Creates a risk of loss of or damage to the **home** and/ or any of **your** belongings or;
- c) Renders the **home** uninhabitable.

# **Emergency Repairs**

Work undertaken by an **authorised supplier** to resolve the **emergency** by completing a **temporary repair**.

# Insured / You / Your

**You**, the policyholder, and /or any member of **your** immediate family normally living at **your home**.

## **United Kingdom**

United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that **your** claim will be settled on a **reimbursement basis**.

#### **Period of Insurance**

One year from the start or renewal date shown on **your** policy certificate. If a mid-term adjustment has been made, the date on **your** new policy certificate.

#### Home

The house or flat shown on **your** policy certificate, its integral (built-in) garages all used for domestic purposes only in the United Kingdom. It does not include detached garages, sheds, greenhouses and other buildings.

## **Temporary Repair**

Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a **permanent repair**.

#### We / Us / Our

CET (UK) Ltd 3 Boundary Court, Willow Farm Business Park, Castle Donington, Leicestershire DE74 2UD, will arrange for **you** to receive the **Home Emergency** services described in this Policy using **authorised suppliers**.

#### **Reimbursement Basis**

Subject to **our** prior agreement and on receipt of the engineer / installer/ supplier/ authorised supplier's fully itemised invoice, **we** will pay **you** up to £500 inclusive of VAT as a contribution to a repair which **you** will arrange **yourself**. This will be in full and final settlement of **your** claim.

#### **Trace and Access**

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home.** 

#### **Permanent Repair**

Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.

What is covered:	What is not covered:
We will only pay for the emergency repair.	There are conditions and exclusions, listed below, which limit the type and value of <b>emergency repairs you</b> can
We will not pay for any damage caused by the emergency.	claim for.
The emergencies listed below are covered under this policy:	Please read them carefully to ensure this cover meets <b>your</b> needs. <b>We</b> do not wish <b>you</b> to discover after an <b>emergency</b> has occurred that it is not covered under the policy.
	The following incidents are <b>NOT</b> covered under this policy:
Plumbing	Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down
An <b>emergency</b> relating to:	a drain;
The internal hot and cold water pipes between the main internal stopcock and the internal taps;	Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins.
The cold water storage tank;	
Flushing mechanism of a toilet;	Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines;
A leak from:	
Your toilet;	Septic tanks, swimming pools and hot tubs;
Pipes leading to and from the shower or bath;	Repair to, or replacement of, all pipe work outside the <b>home</b> ;
• Internal section of the overflow pipe;	Dealing with temporarily frozen pipes;
Central heating water pipes.	Damage resulting from gaining necessary access to the <b>emergency</b> or reinstating the fabric of <b>your home</b> . Otherwise known as <b>Trace and Access</b> .

What is covered:	What is not covered:
Drainage	
An <b>emergency</b> relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.	Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the <b>home</b> );
The below is a list of <b>emergencies</b> that <b>you</b> would be covered for:  Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;  Blocked bath, toilets or external drainage. <b>You</b> will still be covered if <b>you</b> do have another working toilet or bathing facility;  Blocked or leaking soil vent pipes, provided <b>you</b> are solely responsible for this.	Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;  Regularly cleaning <b>your</b> drains and any descaling of <b>your</b> drains;  Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;  Repairing or unblocking drains which are used for commercial purposes;
	Making access to drain systems points of entry (such as manhole covers) if these have been built over;  Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil;  Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as trace and access.
Failure of Internal Electrics	
Failure of <b>your</b> electrics rendering <b>your home</b> uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.	Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs;  Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the
	home.

What is covered:	What is not covered:
Security	
Windows	Windows, Keys and Locks
Broken and cracked windows which result in the <b>home</b> not being secure.	Fences, outbuildings and detached garages: damage to windows, doors or locks;
<b>We</b> will undertake an <b>emergency repair</b> using boarding or similar material to resolve the immediate security risk.	Double glazing where one pane is broken but the other is intact and the <b>home</b> is therefore secure.
Keys and Locks	
Gaining access to, or securing <b>your home</b> through an external door where <b>you</b> have no alternative due to:	
lost or damaged keys;	
• stolen keys;	
failure of the external locking mechanism to the door;	
Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where <b>you</b> are unable to secure <b>your home</b> ;	
Replacement of a single set of keys (if this is the only alternative to resolve the <b>emergency</b> ).	
Pests	
Removal of rats, mice, wasps and hornets, where evidence of infestation in <b>your home</b> has been found.	Pests found outside <b>your home</b> , such as in detached garages and outbuildings.
Internal Gas Pipes	
A leak from the internal gas supply pipe in <b>your home</b> between the meter and a gas appliance. <b>We</b> will repair or replace the section of pipe, following the isolation of the gas supply by the National gas <b>emergency</b> Service.	Restoration of gas supply is not included. Please contact <b>your</b> Utility Company who will be able to arrange this for <b>you</b> ;
If <b>you</b> think <b>you</b> have a gas leak, <b>you</b> should immediately call the National Gas <b>Emergency</b> Service on 0800 111 999.	Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection;
	Damage resulting from gaining necessary access to the <b>emergency</b> or reinstating the fabric of <b>your home</b> . Otherwise known as <b>trace and access</b> .

#### What is covered: What is not covered: **Boiler and Heating System** Complete/partial/intermittent failure or breakdown of your Commercial boilers or heating systems with an output of primary heating/hot water system, resulting in no hot water over 60kW/hr; and/or heating. Any heating system which is not wholly situated within your We will also cover you for: home or is shared with neighbouring dwellings; A loss of water pressure within a boiler due to a fault; Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused A water leak from the boiler/heating system. by hard water or sludge resulting from corrosion. Included: Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation; Domestic gas boiler within **your home**, the output of which does not exceed 60Kw/hr. This also includes boiler isolating Thermostatic valves; valve, along with all manufacturer's Replacement of any equipment added to the standard fitted components within the boiler - together with the heating system such as a Magnaclean or similar device; pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue; Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated Claims related to other forms of primary heating, such as safely, including relighting the pilot light/flame; renewable technologies in your home or fuels used such as oil, LPG, solid fuel, electric boilers and solar, Any costs for the repair of **your** heating system which is covered by a manufacturer, supplier, installer or repairer may be settled on a reimbursement basis if an authorised quarantee or warranty; contractor is not available at the time in your local area; Boilers which are still working, but you suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to our authorised contractor; Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main heating system; Any repair or replacement of under floor heating systems, warm air units, air or ground source heat

pumps.

What is covered:	What is not covered:
Boiler and Heating System – Beyond Economical Repair	
If in the opinion of <b>our authorised supplier</b> , <b>we</b> are unable to repair <b>your</b> boiler/hot water system, <b>we</b> will pay <b>you</b> £250 towards buying a replacement boiler or heating system. This can be claimed on a <b>reimbursement basis</b> within 90 days of <b>our</b> attendance at <b>your home</b> ;  If <b>we</b> are unable to repair <b>your</b> boiler/hot water system and <b>you</b> choose to not replace it, cover under this section will no longer apply.	Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if <b>you</b> reside in a hard water area (as per the Local Water Authority);  Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;  Repair to, or replacement of, gas appliances such as cookers;  Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;  Repair or replacement of the flue due to wear and tear;  Any adaptations made to the property which do not comply with the regulations applicable at the time;  If <b>you</b> are a landlord, <b>we</b> would not be able to work on the boiler and/or heating system if <b>you</b> are unable to provide <b>us</b> with the most recent and valid CP12 document or Landlord Certificate.
Temporary Heating	
If <b>you</b> have no heating and a part needs to be ordered following the engineer's first visit, or if <b>we</b> are unable to repair the boiler/heating system, <b>you</b> have the option to either purchase heaters up to a value of £50 inc VAT on a <b>reimbursement basis.</b> These heaters are <b>yours</b> to keep.  Alternatively <b>we</b> can deliver two temporary heaters to <b>your home</b> .	

#### **General Exclusions**

We will not cover the following:

- A repair if you are aggressive towards our authorised suppliers or staff or impede or prevent access to your home at reasonable times to complete the repair,
- Loss or damage arising from emergencies which were known to you before the start date of this policy,
- Any loss where **you** did not contact **us** to arrange repairs;
- Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- 5. Any **emergency** in a **home** that has been unoccupied for more than 30 consecutive days;
- Any defect, damage or breakdown caused by modification, negligence or misuse;
- 7. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- 8. Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to **your home** or the use of defective products;
- Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- 10. This insurance does not cover normal day to day maintenance at **your home** that **you** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**;
- If you have been advised of remedial work, which you cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as your local water authority, utility company or boiler manufacturer;
- 12. No costs for repairs, parts or services are payable under this insurance unless we have been notified by you or a person calling on your behalf through the 24 hour claims helpline, and we have approved a contractor in advance;
- Cost of trace and access to locate the source of the emergency;

- Any boiler inspections or any other **emergency** repairs where asbestos may be disturbed;
- 15. The removal of asbestos;
- Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as trace and access.
- 17. When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
- 18. Where Health and Safety regulations or a risk assessment that has been carried out, prevent our authorised suppliers being able to attend to the emergency or carry out work in your home;

# **Renewal and Cancellation Rights**

#### Renewals

Before the end of **your** current **home emergency** policy, **we** will write to **you** to tell **you** about any changes to what is included in **your** agreement or any changes to **our** prices for the next year.

Unless **you** tell **us** when **we** write to **you** that **you** do not want to renew, **we** will automatically renew **your** agreement for another year if **you** have chosen to pay by Direct Debit.

#### **Cancellation - Your Rights**

If **you** find that this cover does not meet **your** needs, please contact **your** broker within 14 days of receiving this document and they will arrange for us to cancel this policy. **You** will receive a full refund of **your** premium, provided **you** have not made any claims.

If **you** cancel the policy outside the 14 day period **you** will receive a refund of **your** premium proportionate to the amount of time left to run on the policy, provided **you** have not made any claims.

# **Cancellation – Our Rights**

**We** may cancel this policy by giving **you** at least 14 days written notice at **your** last known address for the following reasons;

- If you fail to make payment of premiums we will send you a reminder to do so. If we do not receive payment after two reminders we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- If you refuse to allow us reasonable access to your home in order to provide the services you have asked for under this policy or if you fail to co-operate with our agents, representatives or authorised contractors.
- If you otherwise cease to comply with the terms and conditions of this policy

**We** may cancel this policy without giving **you** prior notice if, by law, or other similar reasons **we** are unable to provide it.

#### HOME EMERGENCY INSURANCE POLICY - ABOUT YOUR POLICY

If **we** exercise **our** rights to cancel the policy under this section, **we** will refund the premium paid proportionate to the remaining **period of insurance**, provided **you** have not made any claims. **We** reserve the right to refuse renewal of any individual policy.

We may cancel this policy with immediate effect if:

- You make or try to make a fraudulent claim under your policy;
- You are abusive or threatening towards our staff;
- You repeatedly or seriously break the terms of this policy.

**We** will continue to honour any claims made before cancellation.

# **Section Five – Home Emergency Insurance Policy**

# Fraud, Misrepresentation and Non-Disclosure

If we find that you, anybody insured by this policy or anyone acting for you has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **you** with cover, or the terms and conditions of cover or the premium required;
- Misled us in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing us to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence us to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by us or another insurer

We may:

- Cancel or void your policy and all other policies which you hold with us from the date of the fraud, misrepresentation or non-disclosure and retain any premium you have paid for the policy;
- Refuse to pay the whole of your claim if any part is in any way fraudulent, false or exaggerated and recover from you any costs we have incurred;
- Amend your policy details to record the correct information, collect any additional premium due and charge administration costs.

# **Complaints Procedure**

**We** will always aim to do **our** best. However there may be times when you are not happy with **our** services.

**You** can write to the Customer Relations Manager, who will arrange an investigation on behalf of the Managing Director, at: CET (UK) Ltd 3 Boundary Court, Willow Farm Business Park, Castle Donington, Leicestershire DE74 2UD, UK telephone **01332 818139** or e-mail: complaints@cet-uk.com.

**We** will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service Exchange Tower, London, E14 9SR, UK

Or **you** can phone 0300 123 9123

E-mail: complaint.info@financialombudsman.org.uk

Following the complaints procedure does not affect **your** legal rights.

#### **FSCS**

**We** and AmTrust Europe Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if **we** or AmTrust Europe Limited cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

#### **Data Protection Act**

**Your** details and details of **your** insurance cover and claims will be held by **us** or the insurer for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.



