

## Lightning Emergency Assistance

### Data Protection

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

### What is covered?

**Emergency** incidents that will be covered by this policy are:

Plumbing problems related to leaking pipes, blocked drains or leaking radiators  
Blockages in toilet waste pipes  
Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather  
Broken or damaged windows and doors presenting a security risk to the **property**  
Gas or electricity failure within the **property**  
Central **heating** or boiler failure  
Hot water failure  
Vermin such as rats, mice, or wasps nests inside the **property**

### Section A Domestic Emergency

1. If **you** suffer an **emergency** at **your property** you should tell **us** on the **emergency** telephone number above. **We** will then:
  - (a) advise **you** how to protect yourself and the **property** immediately;
  - (b) organise and pay up to £300 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a permanent repair.
2. In the event of the **property** becoming uninhabitable and remaining so overnight, **we** shall at **your** request arrange and pay up to £100 including VAT in total for:
  - (a) **your** overnight accommodation and/or
  - (b) transport to such accommodation

### What is not covered

3. There are Conditions and Exclusions, shown below, which limit **your** cover. Please read them carefully to ensure these terms meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not insured.
4. This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements **your** household insurance policies, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have a building insurance policy covering **your property** and a contents insurance policy covering **your** possessions.

### Exclusions

5. The following are excluded from the insurance:
  - (a) any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware.
  - (b) burst or leaking flexible hoses which can be isolated or leaking washing appliances.
  - (c) external water supply pipes.
  - (d) failure of the boiler or the **heating** occurring in the months May to August inclusive.
  - (e) failure of boilers or **heating** systems that have not been inspected or serviced by a qualified person within the preceding twelve months
  - (f) boilers over 15 years old.
  - (g) replacement of light bulbs and fuses in plugs.
  - (h) loss of keys for outbuildings, garages and sheds.
  - (i) vermin outside the main dwelling e.g. in garages and other outbuildings.
  - (j) breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment.
  - (k) damage to boundary walls, hedges, fences or gates.
  - (l) LPG fuelled, oil fired, warm air, solar or un-vented **heating** systems.

(m) electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

6. We will not be liable for any of the following:

(a) loss or damage arising from circumstances known to **you** prior to the start date of this insurance after the first emergency incident has been reported.

(b) the cost of replacement parts due to natural wear and tear.

(c) loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.

(d) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company.

(e) any cost relating to the attempted repair by **you** or **your** own contractor.

(f) any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.

(g) any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.

(h) any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.

(i) any loss or damage arising as a consequence of:

i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;

ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste Domestic Emergency Assistance from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

(j) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

#### **A promise of service**

7. **We** wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction.

#### **Complaints Procedure**

8. If **you** have a complaint please write to the Customer Relations Department, HomeCall+ Ltd, Blackburn Enterprise Centre, Furthergate, Blackburn, BB1 3HQ. If **your** complaint relates to the service you experienced as a result of a claim, and **you** feel that the matter has not been resolved satisfactorily, **you** should write to the Managing Director of **HomeCall+** at the above address. In the unlikely event that **you** are not satisfied with the response from HomeCall+, you can ask **us** for details of FOS, the Financial Ombudsman Service. The existence of these procedures does not affect your right to take legal proceedings **Financial Services Compensation Scheme (FSCS)**

#### **Financial Services Compensation Scheme (FSCS)**

9. HomeCall+ Ltd is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either HomeCall+ or on [www.fscs.org.uk](http://www.fscs.org.uk)

#### **Relevant Law**

10. These terms are subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

11. These terms represents the entire agreement of the parties on the matters in question.

#### **General Conditions**

12. No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor in advance.

13. **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **our** other nominated agent.

14. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.

15. This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time.

16. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

### **Cancellation Rights**

17. If this cover does not meet **your** requirements, please return all **your** documents within 14 days of receipt and providing no claims have been made we will refund your premium in full.

18. **We** may cancel this policy by giving **you** at least seven days notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

### **Parts Availability**

19. Availability of parts is an important part of the service. 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.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

#### **The following definitions apply throughout:**

**Insured/You/Your:** The policyholder and/or any member of the policyholder's family normally living at the **property**.

**HomeCall+/ We/Us/Our:** HomeCall+ Ltd, Blackburn Enterprise Centre, Furthergate, Blackburn, BB1 3HQ.

**Period of Insurance:** From the commencement date (the date **your** application is accepted by **us**) for the period for which the premium has been paid.

**Property:** **Your** principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

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

1. Exposes the **insured** or a third party to a risk to their health or;
2. Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or;
3. Renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the **essential services** to the **property** and /or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

**Essential Services:** Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of **heating** where no alternative exists and the service is immediately necessary to prevent an **emergency**.

**Heating:** The gas fired central **heating** boiler from the appliance isolating cock, together with the pump, radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, pipework, hot water cylinder, feed and expansion tank and primary flueing. The maximum permissible output of **your** private domestic gas fired boiler is 60Kw/hr.

**Emergency repairs:** Work undertaken by an authorised contractor to resolve the emergency by completing a **temporary repair**.

**Temporary repair:** The repair that will resolve the emergency but may need to be replaced by a **permanent repair**.

**Permanent repair:** Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

**Approved contractor:** A tradesperson authorised in advance **HomeCall+** to carry out repairs.