

Home Emergency Policy



Paragon

Paragon Household

London House • Thames Road • Crayford • Kent • DA1 4SL

Home Emergency Insurance Policy

About this policy

This Policy has been arranged by Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited 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.

Qdos Broker & Underwriting Services Limited 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.

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the *period of insurance*

The aims of this insurance policy

This Policy is an *emergency* policy and not a household buildings or contents policy. It should complement *your* property insurance policy, and provide benefits and services which are not normally available under that type of policy.

This Policy does not cover normal day-to-day property maintenance such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the de-scaling of central heating pipes or the replacement of tap and cistern washers.

We undertake to provide rapid, expert help if *you* suffer an *emergency* arising from an incident covered under this Policy. We will arrange for one of *our* nationwide list of approved *contractors* to attend and take action to stabilise the situation and resolve the *emergency*.

Making a claim

1. Check that the circumstances are covered.
2. Telephone the claims helpline immediately stating *your* policy number on **0116 2437911**

Major emergencies which may result in serious damage or danger to life or limb should immediately be advised to the public supply authority or, in case of difficulty, to the emergency services.

Suspected gas leaks should always be reported to National Grid UK on **0800 111 999**.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in *italics* throughout this Policy.

Beyond Economic Repair

A boiler will be considered to be beyond economic repair if, in the opinion of *our contractor* the cost of repair will be more than the cost of a replacement.

Computer Virus

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.

Contractor

A *contractor* carrying out repairs approved and authorised by *us*.

Electronic Data

Facts, concepts and information stored to form useable data 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.

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Emergency

A sudden unexpected event occurring during the *period of insurance*, involving *your property* which, in *our* opinion, exposes the *insured persons* to a risk to their health, or necessitates immediate remedial action to render the *property* safe or secure, and avoid damage or further damage, or restoration of the *main services*.

Emergency repairs

Sections 1-6: Work undertaken by a *contractor* to resolve the *emergency* by completing a temporary repair which will resolve the *emergency* but may need to be supplemented by a permanent repair. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair. This condition does not apply to *primary heating system* cover where the part is not available at the point of call out.

Section 7: Work undertaken by a *contractor* in dealing with the professional extermination and/or control of *pests* in the event of an *emergency*.

Insured/Insured person(s)/You/Your

The owner, tenant and members of their family residing in the *property*.

Insurer/We/Our/Us

UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Limited is an *insurers'* agent and in the matters of a *claim* act on behalf of the *insurer*.

Limit of indemnity

The maximum amount the *insurer* will pay in respect of *emergency repairs* to resolve the *emergency*, comprising call-out, labour, parts and / or materials:

Sections 1 to 7: As shown on your Policy Schedule

Section 8: As shown on your Policy Schedule

Main services

Mains drainage to the boundaries of the *property*, water, electricity and gas within the *property* and the *primary heating system* or hot water where no alternative exists.

Period of insurance

The period of time for which the *insurer* has agreed to provide this insurance as detailed on the Policy Schedule.

Pest(s)

- a) wasps' and/or hornets' nests;
- b) rats;
- c) mice.

Primary heating system

The principal central heating and hot water system in the *property* including the boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder, and radiators but excluding any form of solar heating system and any non-domestic central heating boiler or source of heat.

Property

The *property*, together with garage(s) and outbuildings, all used only for *your* domestic purposes, with no business use. The *property* must be situated within the *territorial limits* at the address shown on the Policy Schedule. Mobile homes, bed-sits, shared homes and commercial / business premises are not eligible for cover on this policy.

Qdos

Qdos Broker & Underwriting Services Limited, an insurance intermediary who has been delegated the authority to bind cover and manage claims on behalf of the *insurer*.

Territorial limits

United Kingdom of Great Britain and Northern Ireland.

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This policy will cover

In the event of an *emergency* the *insurer* will indemnify the *insured*, subject to the *limit of indemnity*, in respect of costs incurred for a *contractor* to carry out *emergency repairs* in the event of:

1. **Burst pipes or sudden leakage** likely to cause damage to the *property* or its contents.
2. **Failure of your domestic water mains supply, electricity** (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of *your* domestic hot water heating.
3. **Total failure and/or breakdown of your primary heating system.**
4. **Inoperable toilet**, breakage of the internal mechanism within the cistern which prevents flushing and creates an *emergency* as there is no other toilet in the *property*.
5. **The property being made insecure** due to the *property's* external locks, doors or windows which have either failed completely or been damaged.
6. **The roofing, down-piping or guttering failing** and further water damage being a likely result of such failure.
7. **An infestation of pest(s).**

Additional cover

8. **Uninhabitable accommodation**
In the event of the *property* becoming uninhabitable and remaining so overnight the *insurer* will, at their discretion, arrange and pay up to the limit shown on your Policy Schedule for:
 - i) *your* overnight accommodation; and/or,
 - ii) transport to such accommodation.
9. **Replacement Boiler Contribution**
If *your* boiler is declared to be *beyond economic repair*, we will make a contribution of £250 towards replacing it.

This policy will not cover

1. The *insurer* will not be liable for costs incurred in respect of:
 - 1.1. claims that arise during the first 14 days of the first *period of insurance*, unless this Policy is issued in respect of a renewal where *you* have previously held similar cover within another insurer with no break in cover between the expiry of *your* previous insurance policy and this Policy;
 - 1.2. normal day-to-day maintenance or any matter that is not a *emergency* ;
 - 1.3. breakage of internal glass or of any basin, bath, bidet or shower base;
 - 1.4. failure of any services where the problem is situated outside the boundary of the plot of land on which *your property* is situated or beyond the part of the sole or shared supply system or piping for which *you* are legally responsible;
 - 1.5. the cost of effecting permanent repairs once the immediate *emergency* situation has been resolved, including any redecoration or making good the fabric of the *property*;
 - 1.6. damage incurred in gaining necessary access;
 - 1.7. breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.
2. What is not covered in connection with the *primary heating system* or warm air unit or hot water:
 - 2.1. air locks in the central heating piping;
 - 2.2. the re-lighting of central heating boilers;
 - 2.3. failure of zone or changeover valves or energy management systems;
 - 2.4. breakdown and/or failure of Economy 7 Storage Heater(s);
 - 2.5. any boiler or warm air unit more than 15 years old;
 - 2.6. replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
 - 2.7. any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturer's instructions. Any recommendations following servicing should be carried out and the costs will be *your* responsibility;
 - 2.8. any intermittent or reoccurring fault;
 - 2.9. any water pressure adjustments or failure caused through hard water scale or sludge;
 - 2.10. fuel lines including gas leaks;
 - 2.11. any re-lighting of the pilot light (please refer to manufacturers handbook), or the incorrect operation or routine adjustments of time or temperature controls;
 - 2.12. any boiler or system noise;

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- 2.13. any radiator valves.
- 2.14. repairs to *your* boiler if *our contractor* considers it to be *beyond economic repair*.

General exclusions

The *insurer* will not be liable for costs incurred in respect of:

1. Claims that arise within the first 14 days of the first *period of insurance*, unless this Policy is issued in respect of a renewal where *you* have previously held similar cover within another insurer with no break in cover between the expiry of *your* previous insurance policy and this Policy.
2. Pre-existing problems or circumstances known to *you* at the time *you* purchased the insurance and which *you* did not notify to *us*.
3. Any costs incurred where *you* have not notified *us* and obtained *our* prior authorisation.
4. Boilers over 15 years old.
5. Damage to contents.
6. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools and hot tubs, their associated heating, piping installation and accessories.
7. Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
8. Callout charges if there is no-one at the *property* when the *contractor* arrives.
9. Any additional charges or costs incurred at *your* request in fitting replacement parts or components of a superior specification to the original.
10. The interruption or disconnection of utility services to the *property* however caused, or the failure or breakdown of the electricity, water or gas supply.
11. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this policy).
12. Subsequent claims arising from the same cause or event, when *you* have not taken or paid for the action recommended by *our contractor* to ensure that the original fault has received a definitive repair.
13. Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
14. Any claim when the *property* has been left unoccupied for more than 30 consecutive days.
15. 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 or public or local authority;
16. Any direct or indirect consequence of:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
17. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
18. Any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted.
19. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
20. Any legal liability or consequential loss arising from the provision of, or any delay in providing the services to which this policy relates.
21. Costs associated with another *property* or communal/shared areas if *your property* is in a multiple-occupancy or multiple-usage block or building.
22. Equipment which has not been installed serviced or maintained in accordance with statutory regulations or manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
23. Costs incurred where no fault is found.

General conditions

1. *You* should carry out or arrange for normal continuous maintenance of *your property* and on the systems servicing the *property* in order to avoid or minimise the chances of a claim occurring. All boilers must be serviced annually and a copy of the service documentation will be required for *our* records.
2. *We* will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
3. *Your* full compliance with the terms and conditions of this policy is necessary before a claim will be paid.
4. *You* must not act in a fraudulent way. If *you* or anyone acting for *you*:

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- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- 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.

5. The *insurer* may take proceedings at its own expense in *your* name to recover any money paid under this policy.
6. You must notify the claims helpline immediately if a claim occurs. If for any reason we authorise you to use a *contractor* you appoint you should obtain an estimate for the work and contact us for authorisation to continue, you will supply us with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by us at your own expense.
7. If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, we offer you the option of resolving this by using the arbitration procedure we have arranged. Please see the Complaints Procedure. Using this service will not affect your legal rights.
8. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated
9. It is a condition precedent to our providing the services detailed in this policy, that you undertake to promptly pay the *contractor* for all work authorised by you which is not covered under this policy.
10. If you intend to leave your property unoccupied for between 2 and 30 days during the period 1st November to 15th March (both dates inclusive), you must take precautions to prevent frost damage, including either turning off the water supply at the mains and draining all systems (with the exception of sealed central heating systems that have been professionally fitted and contain antifreeze), or the central heating system must be left on to operate at a minimum temperature of 15 degrees Celsius.
11. You must maintain in full force and effect buildings insurance which covers the standard range of perils throughout the *period of insurance*.
12. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
 - a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
 - b) to make sure that all information supplied as part of your application for cover is true and correct
 - c) tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Qdos Broker & Underwriting Services Limited 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 Qdos Broker & Underwriting Services Limited 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:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) 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.

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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.

Standard of workmanship

Qdos will monitor the progress of *your* assistance but cannot be responsible for the repair work provided by a *contractor*.

Terms of business

Fraud prevention, detection & claim history

In order to prevent and detect fraud we may at any time:

- Share information about *you* with other organisations and public bodies including the Police;
- Check and/or file *your* details with fraud prevention agencies and databases, and if *you* give *us* false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for *you* and members of *your* household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage *your* accounts or insurance policies;
- Check *your* identity to prevent money laundering, unless *you* furnish *us* with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Complaints

It is the intention to give you the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact your agent who arranged the Insurance on Your behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston, Leicestershire
LE4 9HA

Tel: 01455 852050
Email: feedback@qdosunderwriting.com

If your complaint in either case cannot be resolved by the end of the third working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Insurance SE at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: customerrelations@ukgeneral.co.uk. Tel: 0345 218 2685

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

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The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.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.

Financial Services 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 Great Lakes Insurance SE cannot meet its 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 by visiting www.fscs.org.uk or call Us on 0800 678 1100 or 020 7741 4100

Data Protection Act 1998

Please note that any information provided to *us* will be processed by *us* and *our* agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. *We* may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.