

Home Emergency Policy



Paragon

Paragon Household

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

Landlords Home Emergency Policy Wording

Arranged by:

Qdos Broker & Underwriting Services Limited

Underwritten by:

UK General Insurance Limited on behalf of Ageas Insurance Limited

This Policy has been arranged by Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

With effect from 1st October 2013 the registered address of Ageas Insurance Limited shall be Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting www.fca.org.uk/register or by contacting them on 0800 111 6768.

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*.

Definitions

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

Contractor

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

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 Ageas Insurance Limited. 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: £500 (incl VAT) per claim

Section 8: £100 (incl VAT) per claim

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, and situated within the *territorial limits* at the address shown on the Policy Schedule.

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.

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. **An infestation of *pest(s)*.**

Additional cover

7. 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 £100 including VAT in total for:

- i) *your* overnight accommodation; and/or,
- ii) transport to such accommodation.

This policy will not cover

1. The *insurer* will not be liable for costs incurred in respect of:
 - 1.1. normal day-to-day maintenance or any matter that is not a *emergency*
 - 1.2. breakage of internal glass or of any basin, bath, bidet or shower base;
 - 1.3. 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;
 - 1.4. 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*;
 - 1.5. damage incurred in gaining necessary access;
 - 1.6. 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. any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity;
 - 2.5. breakdown and/or failure of Economy 7 Storage Heater(s);
 - 2.6. any boiler or warm air unit more than 15 years old;
 - 2.7. replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;

- 2.8. 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;
- 2.9. any intermittent or reoccurring fault;
- 2.10. any water pressure adjustments or failure caused through hard water scale or sludge;
- 2.11. fuel lines including gas leaks;
- 2.12. any re-lighting of the pilot light (please refer to manufacturers handbook), or the incorrect operation or routine adjustments of time or temperature controls;
- 2.13. any boiler or system noise;
- 2.14. any radiator valves.

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*.
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, 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 claim directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d. war, terrorism, piracy, riot, revolution or other similar event;
 - e. any software, stored program, computer, device or system failing (or partly failing) because of a date-based event.
16. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
17. Any legal liability or consequential loss arising from the provision of, or any delay in providing the services to which this policy relates.
18. Costs associated with another *property* or communal/shared areas if *your property* is in a multiple-occupancy or multiple-usage block or building.
19. 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.
20. 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. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy all benefit and any premium paid shall be forfeited.
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 *us* 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 when cold weather is normally expected, *you* must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.
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 supply accurate and complete answers to all questions and to make sure that all information supplied to *us* is true and correct. *You* must tell *us* of any changes to the answers *you* have given as soon as possible. Failure to advise *us* of any change to *your* answers may mean that *your* policy is invalid and that it does not operate in the event of a claim.

You must contact *your* insurance broker or agent immediately in the event that there is a change to *your* circumstances, as follows:

- *You* change *your* address;
- *You* are convicted of a criminal offence or receive a police caution;
- *You* have insurance refused, declined, cancelled or terms applied by another insurance provider

Cancellation provision

Right to return the insurance document

You have the right to cancel *your* policy of insurance within 14 days from the date of issue or receipt of policy terms and conditions, whichever is the later, by sending *us* written notice and returning the insurance documents. This is known as the 'withdrawal period'. We will refund to *you* any premium *you* have paid and we will recover from *you* any payments we have made.

Cancellation by the insured person

If *you* subsequently give notice in writing to *us* to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. The policy of insurance is a 12 month contract, as such if the policy is cancelled within the first year of cover and the premium has been paid in full, no return of premium will be made.

Cancellation by us

We may give 14 days notice of cancellation of this policy by recorded delivery letter to *you* at *your* last known address.

Effective time of cancellation

This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the *period of insurance* for which premium has been paid.

Making a claim

1. Check that the circumstances are covered.
2. Telephone *us* immediately stating *your* policy number on **0844 822 1979**

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**.

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

Your duty to disclose

It is important that all information *you* give *us* verbally or in writing when proposing for, or making changes to *your* insurance or making a claim is full and correct, and that *you* tell *us* about changes such as sum insured, address, occupation etc. Failure to do so could invalidate *your* policy or claims made under it. Under the conditions of *your* policy *you* must tell *us* about any insurance related incidents. When *you* tell *us* about an incident we will pass information relating to it to a database.

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 in the first instance contact:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: 01455 850000
Fax: 01455 841000
Email: compliance@qdosconsulting.com

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

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800

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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

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.