

Home Emergency Extra Insurance with Excess Fee

Home Emergency Insurance is only available to owner occupiers and private tenants (not social, homes of multiple occupancy or housing association tenants). If you are a private tenant, you should consult your landlord before purchasing your cover as it will not be possible to provide you with emergency assistance without confirmation of the landlord's agreement.

You are only insured in respect of those Insured Sections which are specified as operative in the schedule.

1. Introduction

In consideration of payment of the premium specified in the ***schedule***, Acasta European Insurance Company Limited (the ***insurers***) will provide Home Emergency Insurance in accordance with the terms, conditions, restrictions and exclusions of ***your cover*** and ***your cover*** will be ***administered*** by ***us*** (Reactive Insurance Solutions) on behalf of the ***insurers***.

Home Emergency Insurance provides emergency assistance in restoring ***main services*** and/or in making ***your home*** safe, secure and habitable after a sudden and unexpected insured event involving ***your home*** which, in ***our*** opinion, exposes people to a risk to their health or necessitates immediate action to render ***your home*** safe or secure and avoid damage or further damage to the extent set out in the operative Insured Sections. An Insured Section is operative if it is specified as included in the ***schedule***. Should ***you*** have home insurance cover ***you*** must advise ***us*** of the provider and policy number. ***Your*** home insurance policy applies in place of ***our cover***. ***Our cover*** only applies in the absence of cover from ***your*** home insurance.

The amount entered in the ***schedule*** as the Sum Insured against an operative Insured Section is the most that the ***insurers*** will pay with respect to any one ***home emergency*** covered under that operative Insured Section.

The ***insurers*** will not pay more than the amount entered in the ***schedule*** as the Sum Insured against "Any one home emergency" if more than one operative Insured Section applies to the same ***home emergency***.

Your cover is described by and limited to that provided by this document, together with any endorsement and the ***schedule*** and is a legal contract between ***you*** and the ***insurers***. Please refer to section 4 "***Definitions***" for the meaning of words and phrases in ***bold italics*** print.

Please check the details contained in the ***schedule*** and read the whole of ***your cover*** documentation carefully to make sure it meets ***your*** needs. Remember to check the exclusions and restrictions under each Section and also the general exceptions and exclusions which apply to the whole of ***your cover***. Please note

that there are restrictions and exclusions relating to amongst other things communal areas, shared facilities, flats and maisonettes.

If the details in the **schedule** are incorrect in any way or **your cover** does not meet **your** requirements **you** must contact **us** without delay. **Our** contact details are

Reactive Insurance Solutions

**Kingsland House,
21 Hinton Road,
Bournemouth,
Dorset,
BH1 2DE**

**Telephone: 0800 987 8035
Email: info@reactiveinsurance.co.uk**

The documentation **you** will receive from **us** in connection with **your cover** will include information as to how the premium for **your cover** will be collected and what will happen if **we** are unable to collect the premium from **you**. Please keep this information in the same place as **your cover**.

2. Cooling Off Period and Cancellation

You may cancel **your cover** at any time. If **you** decide to do so, **you** need to give notice by email or by telephone to **us**. **You** will receive:

- 1 a full refund of the premium **you** have paid if **you** cancel **your cover** within fourteen (14) days of receiving **your cover** documentation or start date if later (the "**cooling off period**") and **you** have not made a claim under **your cover** during this period;
- 2 a refund, after deduction of an administration fee of £35.00, of the part of the premium that relates to the unexpired portion of the period of insurance for which **you** have paid premium, if **you** cancel **your cover** after the **cooling off period** and **you** have not made a claim under **your cover** before giving notice of cancellation to **us**.

If **you** have monthly **cover**, and outside the fourteen (14) day **cooling off period**, **we** will require 30 days written notice of cancellation.

If **you** have made a claim under **your cover** before giving notice of cancellation to **us**, the amount paid in settlement of **your** claim or, in the **insurers'** opinion the amount necessary to settle **your** claim, will be deducted from any refund in settlement.

The **insurers** may cancel **your cover** by giving **you** thirty (30) days' notice by email and pre-paid post to **your** last known address. **You** will be entitled to a pro-rata return of premium paid by **you** in respect of any part of the **period of insurance** entered in the **schedule** remaining after the effective date of cancellation.

3. Renewal of Your Cover

We will write to **you** at least thirty (30) days before the end of the **period of insurance** to inform **you** whether the insurers agree to renew **your cover** for a further period of twelve (12) months and of the premium required for the renewal of **your cover** and of any changes to the terms, conditions, restrictions and exclusions of **your cover** which will apply to the renewal. If the amendments represent a relevant restriction in cover or an increase in premium, the amendments will not come into effect until **your** renewal date, which will be thirty (30) days after notice of the amendments have been mailed to **you** at the email address or home address entered in the **schedule**. If the amendments do not benefit **you**, **you** have the right to cancel **your cover** at renewal. In addition **you** have an additional fourteen (14) days **cooling off period** after renewal during which **you** can cancel **your cover** without incurring a cancellation fee. During the **cooling off period** **you** will receive a full refund of any premium **you** have paid which relates to the **period of insurance** after the effective date of the amendments (**your** renewal date) provided that **you** have not made a claim under **your cover** in the during that period. Please see Section 2 "Cooling Off Period and Cancellations" for full details of the cancellation process.

Please refer to the **schedule** for the contact details of **your** insurance intermediary if **you** wish to discuss **your renewal** requirements.

If the premium for **your cover** is being collected by Direct Debit or **you** have authorised automatic debiting of **your** debit or credit card for the collection of premium, the premium for the renewal of **your cover** will be collected as specified in the correspondence **you** will have received from **us** concerning renewal, unless **we** hear from **you**.

Please let **us** know at least (7) seven days before the end of the **period of insurance** if you do not wish to renew **your cover**."

You must ensure that **your boiler** is still less than 15 years of age before accepting renewal of **your cover**. **We** reserve the right to refuse claims on boilers that are over 15 years of age. **We** will attempt to determine the age of **your boiler**, but it is **your** responsibility to ensure that **your boiler** is not too old for the **cover** defined in this document.

4. Definitions

Word or phrase

meaning when in bold italic print

alternative repairer

a person or company, including a person or company of **your choice** provided that the claims representative has agreed prior to the **call-out**, authorised by the **claims representative** to attend to a **home emergency** covered by **your cover**, if a **repairer** is not readily available.

beyond economic repair

The term BER (beyond economical repair) describes the situation when, in the opinion of **our** technical team; based on all the circumstances presented, the cost of the repair is more than the

manufacturer's current recommended retail price for the boiler. Please note that the cost of repair includes all parts and labour including VAT (where applicable.) If the cost of repairing a faulty boiler is more than the recommended retail price the boiler it will be declared BER. In the event that a boiler under 7 years of age is declared BER **we** will, at **our** absolute sole discretion, make a maximum contribution of £250 towards replacing it. There will be no contribution towards the replacement of boiler over 7 years.

boiler	the domestic boiler contained within your home, fired by gas (excluding Liquid Petroleum Gas and propane) and with an output not exceeding 60 kw/hr, including the isolating valve, thermostat, time, temperature and pressure controls. Your boiler must be less than 15 years of age in order to be applicable for cover. We reserve the right to refuse claims if we discover that your boiler is over 15 years of age.
breakdown	immediate functional stoppage necessitating repair or rectification before normal functioning can be resumed.
call-out	attendance at your property by a repairer or alternative repairer to carry out emergency repairs .
claims representative	Reactive Insurance Solutions 0800 987 8035.
cover	insurance cover provide by this document, the schedule and any endorsements which together form one document.
emergency pest contamination	a sudden and unforeseen pest contamination that: <ul style="list-style-type: none">a) exposes you or your immediate family to a risk to your or their health; orb) creates a risk of damage to your property;c) makes your home unfit for occupation.
emergency repairs	repairs or remedial work , inclusive of labour, materials and the replacement of defective parts or components where reasonably practicable, carried out by a repairer or alternative repairer to identify and temporarily eliminate a home emergency as well as prevent any further damage to your property.

excess/excess fee	The amount payable by you for every claim. The excess fee applicable to your cover is shown on the schedule . The excess fee must be paid prior to a repairer being booked. Each and every claim under all sections is subject to a deduction of £75 from its cost.
first start date	The date you take out your first period of cover for the cover type as stated in the cover schedule .
remedial work	work required in order to correct a defect. We will only cover such defects if they were unknown to you prior to the commencement of your cover and when they constitute a home emergency situation.
endorsement	any additional provisions relating to the insurance provided by your cover which are included in an attachment to your cover issued by or on behalf of the insurers and stated in the schedule as an "Endorsement" applicable to your cover .
exclusion period	the period specified in the schedule during which you are not covered for any call-out or the carrying out of emergency repairs .
first boiler service and inspection	the first service of your boiler as from the first start date of your cover . This service will also include an inspection of your central heating system.
geographical limits	mainland of Great Britain plus the Isle of Wight and Northern Ireland.
home	principal permanent place of residence, comprising a private dwelling (excluding detached out buildings, sheds, communal areas and detached garages) which has its own front door and is built with standard brick wall and tile or slate roof construction, used only for domestic purposes or as an office (providing no more than half the rooms in the property are used for this purpose), and situated within the geographical limits at the address shown in the schedule .
home emergency	<ul style="list-style-type: none"> a) impact damage to your home, excluding scratches or other animal related impact damage; and/or b) storm damage to your home; and/or c) sudden and unforeseen damage to or impairment of the water supply pipes, plumbing, drains, internal electrics, internal gas supply pipes, roof, windows and locks at your property covered in

	<p>accordance with the provisions of your cover where such damage:</p> <ol style="list-style-type: none"> 1 exposes you or your immediate family to a risk to your or their health; or 2 necessitates immediate action to render your home safe or secure or to avoid damage or further damage to your property; or 3 necessitates the restoration of the main services; <p>d) breakdown of your boiler, but only if specified as operative in the schedule;</p> <p>e) emergency pest contamination, but only if as operative in the schedule;</p> <p>f) loss of keys, but only if specified as operative in the schedule;</p>
immediate family	<p>a) domestic partner, child or children and any other person permanently residing at the same home and not paying commercial rent; and</p> <p>b) person(s) aged 18 years or older authorised by the person named in the schedule as the "Insured" as the key holder responsible for the home in the absence of the person named in the schedule as the "Insured" on a trip away from the home.</p>
impact damage	damage caused by falling trees or by any vehicle or train (or by goods falling from any vehicle or train) or by any animal or by aircraft or any other aerial devices or articles dropped from them.
insurance providers	the insurers, us , the claims representative and persons or entities appointed by the insurers or such other authorised insurer that we , at our discretion, may use to provide goods or services in connection with your cover .
insured/you/your/yours	the person named in the schedule as the "Insured" and members of such person's immediate family .
insurers	Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
landslip damage	ingress of water or breakage of external doors and/or windows caused suddenly by a landslip or by subsidence or heave.
loss of keys	<p>a) loss or theft of the keys to the home; or</p> <p>b) damage to the keys to the home or the lock at the home operated by the keys if such damage prevents entry to the home, other than by the</p>

	use of forcible or violent means.
main services	gas, electricity, water mains, drains, sewers, piping, ducting, cables, wires and associated control gear and accessories, whether underground or over-ground, for which you are responsible and which partly or wholly serve to supply your property .
material facts	true, accurate and complete information in answer to the information requested in the document "Home Emergency Covered Item Form" and in answer to requests from us and/or the insurers for additional information.
normal maintenance	maintenance required to ensure that your property , in our opinion, remains in an satisfactory state of repair. This maintenance may require the use of professional contractors if you are unable to perform maintenance to your property yourself .
period of insurance	the period between the dates specified in the schedule commencing at 00:01am and ending at midnight (00.00).
pest contamination	an infestation of your property by <ul style="list-style-type: none"> a) brown rats, black rats, house mice or field mice; or b) wasps but only if you have identified a wasp nest within the curtilage of your property; or c) hornets but only if you have identified a hornets' nest within the curtilage of your property.
property	the home and the land within the curtilage.
plan	cover provided by this document, the schedule and any endorsements which together form one document.
repairer	a person or company who is approved and authorised by the claims representative to attend to a home emergency covered by your cover .
schedule	the schedule that contains additional individual details concerning your cover and which should be read in conjunction with this document.
shared drainage pipes or drains	waste drainage pipes or rainwater drains shared by your home and a semi-detached house or maisonette or flat at which a person or persons other than you or a member of your immediate family reside.
shared plumbing	plumbing shared by your home and a semi-detached house or maisonette or flat at which a person or persons other than you or a member of your immediate family reside.

shared water supply pipes	water supply pipes shared by your home and a semi-detached house or maisonette or flat at which a person or persons other than you or a member of your immediate family reside.
storm damage	ingress of water or damage requiring immediate action to avoid further damage caused by a storm.
unoccupied	When your home is not lived in during the day.
we / us / our/ ours	Reactive Insurance Solutions (the "administrator").

5. Insured Section – Water Supply Pipes, Plumbing, Taps and Toilets

The most that the **insurers** will pay for the costs of **call-out, emergency repairs** and VAT relating to the same **home emergency** and insured under Insured Section '**Water Supply Pipes**' and/or '**Plumbing**' is the amount entered in the **schedule** against the Sum Insured for Insured Section **Water Supply Pipes & Plumbing**. The maximum per claim amount is limited during the first three (3) months from the **first start date** of **your cover**, please read **your cover schedule** for details of the maximum per claim amount during this period. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repair** being arranged.

5.1. Insured Section – Water Supply Pipes

Insured Section 'Water Supply Pipes' does not apply to a shared water supply pipe unless you have sole responsibility for it.

What is Insured

Call-out and **emergency repairs** required as a result of a **home emergency** involving the leakage, collapse or blockage of the mains water supply pipe connecting the main stopcock in **your home** to the point where it is connected to the:

- a) public water supply pipe; or
- b) the **shared water supply pipe** within the curtilage of **your property** if **you** have sole responsibility for this.

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Any breakdown occurring prior to or in the first twenty one (21) days of the **cover**.
- 3 Repairs or remedial work to or the clearing of or the replacement of:
 - a) water supply pipes to or from and in detached outbuildings, fountains,

- swimming pools, ponds, other decorative garden features, garden taps, treatment plants or other such exterior property;
 - b) any section of the **shared water supply pipe** within the curtilage of the **property** for which **you** do not have sole responsibility;
 - c) frozen sections of the water supply pipe unless there are visible signs of leakage or collapse;
 - d) lead pipes;
 - e) any soakaway (being a pit filled with rubble for water to drain into), septic tank, cesspit, treatment plant and their overflow pipes.
- 4 The reinstatement (other than back-filling to leave the ground level) of hard or soft landscaping such as tarmac, concrete, block paving, walls, flower beds and lawns after any necessary excavation.
- 5 Drips, slow seepage or slow leakage from pipes, joints or gaskets not involving a sudden escape of liquids.

5.2. Insured Section – Plumbing

Insured Section 'Plumbing' does not apply to shared plumbing unless you have sole responsibility for it.

What is Insured

Call-out and **emergency repairs** required as a result of a **home emergency** involving

- 1 the internal hot and cold water pipes between the main stopcock in **your home** and the internal taps; or
- 2 the cold water storage tank in **your home**; or
- 3 sudden leakage from internal overflow pipes in **your home**; or
- 4 sudden leakage of water from a toilet cistern in **your home**; or
- 5 sudden leakage of water from the central heating system in **your home** which cannot be controlled by turning off one or more radiators providing that the leakage of water is not coming from the boiler itself; or
- 6 the total failure of the central heating in **your home** provided that:
 - a) the failure of the central heating is not attributable to the breakdown of your boiler, the boiler controls or thermostat; and
 - b) due to the weather conditions, such failure causes, in the **claims representative's** opinion, **you** and **your immediate family** unreasonable discomfort and risks frost damage to **your home** or the contents of **your home**; and
- 7 water leakage from shower unit in **your home** which can only be controlled by shutting down the water supply at the main stopcock in **your home**;

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of

- the period of insurance.
- 2 Any breakdown occurring prior to or in the first twenty one (21) days of the **cover**.
 - 3 Repairs or remedial work to or the clearing of or the replacement of
 - a) pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants or other such items within **your property** but not within **your home**; or
 - b) any section of **shared plumbing** for which **you** do not have sole responsibility; or
 - c) frozen sections of any pipe unless there are visible signs of leakage or collapse; or
 - d) lead pipes; or
 - e) any soakaway (being a pit filled with rubble for water to drain into), septic tank, cesspit, treatment plant and their overflow pipes; or
 - f) water and heating cylinders; or
 - g) macerator type toilet units or waste disposal units; or
 - h) rainwater pipes, roofs or guttering; or
 - i) saniflow systems or sanitary ware, siphon units, guttering, bath, basin, bidet, sink, water taps, shower hoses or heads, shower trays or enclosures, toilet bowls or associated pumps; or
 - j) ground source heat pumps or pipes used in connection with ground source heat pumps; or
 - k) magnetic filtration units; or
 - l) toilets
 - 4 Drips, slow seepage or slow leakage from pipes, joints or gaskets not involving a sudden escape of liquids.
 - 5 The bursting of or leakage from pipes or flexible hoses fitted with a stop tap.
 - 6 The replacement of cold water tanks, immersion heaters, heating controls, water circulating and pressure pumps, radiators, radiator valves, shower units and fittings, steel pipes, magnetic filtration units, any internal pipe work of 1-inch bore or greater or heated towel rails.
 - 7 The infusion of additives such as corrosion inhibitors into the heating system.
 - 8 The cost of replacing and installing parts or components which do not conform to current required standards.
 - 9 The reinstatement (other than back-filling to leave the ground level) of hard or soft landscaping such as tarmac, concrete, block paving, walls, flower beds and lawns after any necessary excavation.
 - 10 The running or re-routing of pipe work or enhancements to the existing plumbing infrastructure.

- 11 The provision of power flushes to the central heating system.
- 12 Leakage of water from magnetic filtration units.
- 13 Any pipework that **you** have been asked to carry out maintenance on that **we** consider routine maintenance to **your** property.

5.3. Insured Section – Taps and Toilets

Insured Section 'Taps and Toilets' does not apply to shared use taps or toilets unless you have sole responsibility for them.

What is Insured

Call-out and **emergency repairs** required as a result of a **home emergency** involving

- 1 repair of leaking or dripping taps and the replacement of non-ceramic washers; or
- 2 repair of leaking or running toilets including the repair or replacement of toilet ball-cocks, valves and syphons;

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Any breakdown occurring prior to or in the first twenty one (21) days of the **cover**.
- 3 The replacement of any type of tap.
- 4 Repairs or remedial work to or the clearing of or the replacement of
 - a) faucets, shower heads, hoses, riser rails, shower mixer valves or shower units; or
 - b) replacement of ceramic discs in taps; or
 - c) macerator units of toilets; or
 - d) extractor fans; or
 - e) saniflow systems or sanitary ware, siphon units, guttering, bath, basin, bidet, sink, shower hoses or heads, shower trays or enclosures, toilet bowls or associated pumps; or
- 5 damage to cisterns, sinks, baths, showers, whirlpool baths or spa baths.
- 6 The need to repair or replacement caused by anyone other than an engineer authorised by **us**.
- 7 External toilets.
- 8 The replacing of ceramic washers.
- 9 The cost of a replacement toilet unit if the toilet unit is found to be unrepairable.
- 10 Blockages that have been caused by or have been contributed to as a result of flushing items down the toilet that are not designed to be disposed of in

such a way, for instance nappies, animal fats or wet wipes.

6. Insured Section: Drainage

The most that the **insurers** will pay for the costs of **call-out, emergency repairs** and VAT relating to the same **home emergency** and insured under Insured Section '**Drainage**' is the amount entered in the **schedule** against the Sum Insured for Insured Section '**Drainage**'. The maximum per claim amount is limited during the first three (3) months from the **first start date** of **your cover**, please read **your cover schedule** for details of the maximum per claim amount during this period. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repair** being arranged.

What is Insured

Call-out and **emergency repairs** required as a result of a **home emergency** involving the waste drainage pipes or rainwater drains within the curtilage of **your property** as a result of which the pipes or drains are blocked.

With respect to Insured Section '**Drainage**', **emergency repairs** include the locating, unblocking and repairing of waste drainage pipes or rainwater drains up to the connection with the public mains (if **you** are solely responsible for the waste drainage pipes and rainwater drains within the curtilage of **your property**) or communal collection tank, septic tank, cesspit or treatment plant (if responsibility is shared with others).

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Any breakdown occurring prior to or in the first twenty one (21) days of the **cover**.
- 3 Repairs to or the rectification of or the clearing of or the replacement of
 - a) any soakaway (being a pit filled with rubble for water to drain into), septic tank, cesspit, treatment plant and their overflow pipes; or
 - b) any section of the **shared drainage pipes** or **drains** within the curtilage of the **property** for which **you** do not have sole responsibility.
- 3 Saniflow systems or sanitary ware, siphon units, guttering, bath, basin, bidet, sink, water taps, shower trays or enclosures, toilet bowls or associated pumps.
- 4 The reinstatement (other than back-filling to leave the ground level) of hard or soft landscaping such as tarmac, concrete, block paving, walls, flower beds and lawns after any necessary excavation.
- 5 Blockages that have been caused by or have been contributed to as a result of flushing items down the toilet or sink that are not designed to be disposed of in such a way, for instance nappies, animal fats or wet wipes.

- 6 Blockages or leakages that have been caused by or have been contributed to by roots from vegetation such as roots from trees or bushes.

7. Insured Section: Internal Domestic Gas Supply

Any suspected gas leaks should be reported immediately to the National Grid Gas Emergency Service on 0800 111 999.

The most that the *insurers* will pay for the costs of **call-out, emergency repairs** and VAT relating to the same **home emergency** and insured under Insured Section '**Internal Domestic Gas Supply**' is the amount entered in the **schedule** against the Sum Insured for Insured Section '**Internal Domestic Gas Supply**'. The maximum per claim amount is limited during the first three (3) months from the **first start date** of **your cover**, please read **your cover schedule** for details of the maximum per claim amount during this period. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repair** being arranged.

What is Insured

Call-out and **emergency repairs** required as a result of a **home emergency** involving a leak to the internal gas supply pipe between the meter and a gas appliance in **your home**.

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Leakage of gas from a gas appliance.

8. Insured Section: Internal Electrics

The most that the *insurers* will pay for the costs of **call-out, emergency repairs** and VAT relating to the same **home emergency** and insured under Insured Section '**Internal Electrics**' is the amount entered in the **schedule** against the Sum Insured for Insured Section '**Internal Electrics**'. The maximum per claim amount is limited during the first three (3) months from the **first start date** of **your cover**, please read **your cover schedule** for details of the maximum per claim amount during this period. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repair** being arranged.

What is Insured

- 1 **Call-out** and **emergency repairs** required as a result of a **home emergency** involving the total failure of the supply of electricity within **your property**.
- 2 **Call-out** and **emergency repairs** required as a result of a **home emergency** involving the partial failure of the supply of electricity within **your property**, that in **our** opinion, exposes people to a risk to their health and/or safety or necessitates immediate action to render **your** home safe.

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Any breakdown occurring prior to or in the first twenty one (21) days of the **cover**.
- 3 The failure of the supply of electricity to **your property** due to the interruption, failure or disconnection of the mains electricity supply or **your** failure to pay for the supply of electricity to **your property**.
- 4 Any work on spotlights or decorative floor lights, security systems or any external fittings such as TV aerials and satellite dishes.
- 5 **Call-out** and **emergency repairs** if only part of the electrical supply system in **your property** fails or the failure is intermittent and, in our opinion, does not expose people to a risk to their health and/or safety or necessitates immediate action to render your home safe.
- 6 The cost of replacing the main user control board or any electrical fittings.
- 7 Any remedial work other than remedial work necessary to restore the supply of electricity to **your property**.
- 8 Any work on individual sockets, switches and lights.

9. Insured Section: Windows

The most that the **insurers** will pay for the costs of **call-out, emergency repairs** and VAT relating to the same **home emergency** and insured under Insured Section '**Windows**' is the amount entered in the **schedule** against the Sum Insured for Insured Section '**Windows**'. The maximum per claim amount is limited during the first three (3) months from the **first start date** of **your cover**, please read **your cover schedule** for details of the maximum per claim amount during this period. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repair** being arranged.

What is Insured

Call-out and

- 1 the replacement of broken or cracked glass in any window in **your home** by glass conforming with BS6206 where required by regulations or otherwise by glass conforming with BS6262 if this can be undertaken during the same **call-out**; or
- 2 a temporary repair using boarding or similar material if:
 - a) the glass in the window contains alarm foil, lettering, painting, embossing, silvering or other ornamental work; or
 - b) the replacement of the glass cannot be undertaken during the same **call-out** required as a result of a **home emergency** involving broken or cracked windows.

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Any breakdown occurring prior to or in the first twenty one (21) days of the **cover**.
- 3 Breakage or cracking of glass in any window
 - a) caused by persons acting maliciously or occurring in the course of a break-in unless the breakage or cracking has been reported to the police and a crime reference number obtained; or
 - b) in parts of the building in which **your home** is situated to which the public has access or access is shared with residents of the building other than **you** or **your immediate family**; or
 - c) over 2 stories above ground level which require external access.
- 4 The incorporation of any alarm foil, lettering, painting, embossing, silvering or other ornamental work in any replacement glass.
- 5 The making good of any damage to the frames or framework of the windows.
- 6 The cost of replacing the fixtures and fittings of any broken or cracked windows.

10. Insured Section: Pest Contamination

The most that the **insurers** will pay for the costs of **call-out**, professional pest extermination and control and VAT relating to the same **home emergency** and insured under Insured Section '**Pest Contamination**' is the amount entered in the **schedule** against the Sum Insured for Insured Section '**Pest Contamination**'. The maximum per claim amount is limited during the first three (3) months from the **first start date** of **your cover**, please read **your cover schedule** for details of the maximum per claim amount during this period. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repair** being arranged.

What is Insured

Call-out and professional pest extermination and control required as a result of a **home emergency** involving **emergency pest contamination** in **your home** or in any detached outbuildings, sheds, or garages within the curtilage of **your property** or, with respect to hornets' nests only, within **your** garden.

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which you were aware or of which you could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Any infestation occurring prior to or in the first twenty one (21) days of the **cover**.

- 3 Infestation of **your home** or any detached outbuildings, sheds, or garages within the curtilage of **your property** by any pests or vermin other than brown rats, black rats, house mice, field mice, wasps or hornets.
- 4 Damage to decorations or to any wall partition or ceiling including wallpaper and paintwork.
- 5 Damage to the structure or masonry or fixtures or fittings caused by or contributed to by pests.
- 6 Making good any damage caused while remedying the **pest contamination** (**you** will be advised if any damage is likely to occur at the outset of the **call-out**).
- 7 Any infestation caused by or arising from or contributed to by your failure to take reasonable hygiene measures to prevent **pest contamination**.
- 8 **Pest contamination** occasioned by fire, lightning, explosion, storm, flood, or earthquake.

11. Insured Section: Loss Of Keys

The most that the **insurers** will pay for the costs of replacing keys and/or locks in respect of the same **home emergency** and insured under Insured Section '**Loss of Keys**' is the amount entered in the **schedule** against the Sum Insured for Insured Section '**Loss of Keys**'. The maximum per claim amount is limited during the first three (3) months from the **first start date** of **your cover**, please read **your cover schedule** for details of the maximum per claim amount during this period. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repair** being arranged.

What is Insured

- 1 The cost of replacing the keys to **your home** and/or the damaged lock to the sole external door of **your home** required as a result of a **home emergency** involving **your** inability to gain entry to **your home** other than by the use of forcible or violent means.
- 2 The cost of replacing any lock on an external door of **your property** required as a result of the theft of the key to such lock provided that **you** have reported the theft of the key to the police and obtained a crime reference number.

What is NOT Insured

- 1 Emergency situations requiring repairs caused by or arising from or contributed to by circumstances of which **you** were aware or of which **you** could reasonably have been expected to have been aware before the start of the period of insurance.
- 2 Any **home emergency** situation involving the loss in keys occurring prior to or in the first twenty one (21) days of the **cover**.
- 3 Loss or theft of the keys to **your home** if the thief or anyone finding the keys would not be able to identify **your home** address.
- 4 The replacement of the keys to **your home** if the keys have been stolen or **you** suspect the keys have been stolen and **you** have not reported the theft

to the police (**we** will require the crime reference number).

- 5 The replacement of the keys to **your home** if the replacement requires documentation **you** are unable or unwilling to provide to **us**.
- 6 The replacement of any lock required only as a result of **your** inability to supply the necessary documentation to procure a replacement key.

12. Insured Section: Emergency Accommodation

If **your home** is unfit for occupation as a result of a **home emergency** situation that is being resolved by the **claims representative** and, in the **claims representative's** opinion, is likely to remain unfit for occupation for a continuous period of forty eight (48) hours as a result of a **home emergency** covered by an operative Insured Section, we will reimburse **you** for hotel costs for **you** and any member of **your immediate family** who would, but for the **home emergency** be staying overnight in **your home**, provided that for each 24 hour period **you** incur hotel costs, the **claims representative** has agreed **you** qualify for reimbursement of hotel costs as part of **your** claim under an operative Insured Section. **The excess fee** applicable to **your cover** can be seen on **your cover schedule**. **The excess fee** must be paid prior to a **repair** being arranged.

- 1 **we** will only reimburse **you** for the standard room charge for one double room up to the amount entered in the **schedule** against the Sum Insured for Insured Section '**Emergency Accommodation**' for each 24 hour period;
- 2 **we** will not reimburse **you** for any charges payable in addition to the standard room charge;
- 3 **we** will not reimburse **you** for more than three (3) overnight stays involving hotel costs insured under Insured Section '**Emergency Accommodation**'.
- 4 The accommodation will have to be agreed or organized by **us** before **you** start **your** stay.
- 5 **We** will not reimburse **you** for the cost of meals other than when breakfast is included in the standard price.

13. General Exclusions

We will not pay for nor reimburse **you** for the cost of

- 1 The first £75 of every claim.
- 2 any **call-out** or **emergency repairs** in respect of a **home emergency**
 - a) occurring before the start of the **period of insurance** or during any **exclusion period** specified in the **schedule**; or
 - b) caused by or arising from or contributed to by circumstances of which **you** were aware or of which **you** could reasonably have been expected to have been aware before the start of the **period of insurance** or, if any **exclusion period** is specified in the **schedule**, before the end of such **exclusion period**; or
 - c) caused by a deliberate and/or reckless act on **your** part or on the part of any member of **your immediate family** aged sixteen years or older;
 - d) any claim arising within the first twenty one (21) days from **cover**

start date;

- 3 repairs if **your** home insurance covers **you** for those repairs. **We** will pay for the initial call-out and investigation providing that, in **our** opinion, an investigation or emergency remedial work is required prior to the involvement of **your** home insurance provider. **Your** home insurance policy applies in place of **our cover**. **Our cover** only applies in the absence of cover from **your** home insurance.
- 4 a **call-out** if the **home emergency** relates to the interruption, failure or disconnection of the mains utility supplies;
- 5 a **call-out** or **emergency repairs** in respect of a **home emergency** only discovered by **you** after **your home** has been **unoccupied** for a continuous period of thirty (30) days;
- 6 a **call-out** if no defect or fault is found by the **repairer** or **alternative repairer**. We reserve the right to charge **you** for the **call-out** if no defect or fault is found by the **repairer** or **alternative repairer**.
- 7 any **call-out** in respect of any intermittent or recurring fault;
- 8 any **call-out** or **emergency repairs** carried out by any person without **our** prior authorisation;
- 9 the rectification of faulty or incorrect installation;
- 10 the replacement of parts or components which are defective, inadequate or unfit for use on account of a design fault;
- 11 **emergency repairs** only necessary as a result of **your** failure to maintain the **boiler** in **your home** and/or the heating system in **your home** in accordance with the manufacturer's recommendations;
- 12 **call-out** and **emergency repairs** relating to a defect or fault in respect of which a **repairer** or **alternative repairer** has previously attended **your property** if the work recommended by the **repairer** or **alternative repairer** to rectify the fault or defect has not been undertaken by **you** or on **your** behalf without undue delay;
- 13 a) repairs and/or **remedial work**
- b) replacing parts or components intended to be replaceable or needing to be replaced due to wear and tear, deterioration in performance, rust or corrosion, mildew, fungus or faulty or defective design, materials or workmanship for which **you** would have been responsible if the **home emergency** had not occurred.
- 14 **normal maintenance;**
- 15 replacing **emergency repairs** by permanent repairs, if permanent repairs are not undertaken during the **call-out** at no greater cost than temporary repairs;
- 16 the repair of and/or remedial work on and/or the replacement of defective parts or components of
- a) any facility, system or equipment still under guarantee or warranty

- from the manufacturer, installer or supplier;
 - b) any facility, system or equipment which is **beyond economic repair**;
 - c) any contents, fixture, fitting or other equipment or facility at or in **your property** not directly causing the **home emergency**;
 - d) domestic appliances;
 - e) underfloor heating systems;
 - f) detached garages, outbuildings, sheds, communal areas, boundary walls, gates, hedges or fences;
- 17 replacing or repairing any steel, lead or central heating iron pipes;
- 18 any **call-out** or emergency repairs in respect of a **home emergency** directly or indirectly caused by, contributed to by, or arising from pollution or contamination unless such seepage, pollution or contamination was the direct result of a sudden, specific and identifiable event occurring in its entirety during the **period of insurance**;
- 19 making good damage to or impairment of the fabric of **your property** or of any redecoration following the completion of **emergency repairs**;
- 20 descaling or any work arising from hard water scale or from damage caused by excessive water or sludge resulting from corrosion;
- 21 the removal of or work on asbestos;
- 22 the repair of and/or remedial work on and/or the replacement of defective parts or components which **you** would have incurred if the **home emergency** had not occurred.
- 23 if **you** require or would like a second opinion on any repair or any recommendation given to **you** it will be at **your** expense.
- 24 any **call-out** or **emergency repairs** in respect of a **home emergency** caused by or arising from or contributed to by
- a) subsidence, landslip or heave;
 - b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - d) any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss, damage or expense. For the purpose of this exclusion an act of terrorism means the use or threatened use of biological, chemical and/or nuclear force by any person or group of people 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 and/or to put the public or any section of the public in fear.
 - e) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or the radioactive, toxic, explosive or other hazardous

- properties of explosive nuclear equipment or its nuclear parts.
- 25 the running or re-routing of pipe work and enhancements to the existing plumbing infrastructure.
- 26 the provision of power flushing to the central heating system.
- 27 **we** do not cover houses of multiple occupancy (HMOs.)

14. General Conditions

1 Reasonable precautions

- a) **You** must undertake **normal maintenance** to maintain **your property** in a state of good repair. This includes ensuring that the main stopcocks on **your property** are in good working order.
- b) **You** must have **your boiler** serviced in accordance with the manufacturer's instructions and implement, at **your** own cost, any reasonable recommendations made by the engineer carrying out such a service.
- c) If **you** intend to leave **your home unoccupied** when cold weather is normally expected or forecast, **you** must take reasonable precautions to prevent icing or frost damage, such as leaving the central heating on at a low setting.

2 Transfer of insurance

You cannot transfer **your cover** to any other person without the **insurer's** prior consent.

3 Fraud

If **you** make any fraudulent claim or use fraudulent means to obtain any benefit under **your cover**, the **insurer** will cancel all cover from inception, without premium return. All claims will be rejected and the **insurer** may exercise all rights for the recovery of any sums paid and appropriate redress. **We** reserve the right to undertake additional investigations into claims at random or if we suspect that fraud is taking place, plus send a representative to assess the details of the claim. Claims that are reviewed for fraudulent activity may take longer to fulfil.

4 Changes to the terms and conditions of your cover

The **insurers** reserve the right to amend the terms and conditions of **your cover** at renewal. **We** will notify **you** of the amendments thirty (30) days prior to your renewal. If they are to **your** benefit, **your cover** will be amended at renewal. If the amendments represent a relevant restriction in cover or an increase in premium, the amendments will not come into effect until your renewal date, which will be thirty (30) days after notice of the amendments have been mailed to **you** at the email address or home address entered in the **schedule**. If the amendments do not benefit **you**, **you** have the right to cancel **your cover** at renewal. In addition **you** have an additional fourteen (14) days **cooling off period** after renewal during which **you** can cancel **your cover** without incurring a cancellation fee. During the **cooling off period you** will receive a full refund of any premium **you** have paid which relates to the **period of insurance** after the effective date of the

amendments (**your** renewal date) provided that **you** have not made a claim under **your cover** in the during that period. Please see Section 2 "Cooling Off Period and Cancellations" for full details of the cancellation process.

5 **Rights of Third Parties**

A person or organisation who is not a party to **your cover** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of **your cover** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

6 **Personal representatives**

In the event of **your** death or incapacity as determined in accordance with the Mental Capacity Act 2005, the **insurers** will pay such sums to **your** personal representatives as would have been payable under **your cover** to **you** but for **your** death or incapacity provided that they comply with the terms and conditions of **your cover** in so far as they apply.

7 **Document Management**

The **insurers** may hold documents relating to **your cover** and any claims under it in electronic form and may destroy the originals. It is hereby agreed that an electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

8 **Governing Law**

You and the **insurers** are free to choose the law applicable to **your cover**. Unless the **insurers** agree otherwise, **your cover** is governed by and construed in accordance with British law and in the event of any dispute **you** and the **insurers** will submit to the non-exclusive jurisdiction of the courts of England, Scotland and Wales.

9 **First boiler service and inspection**

You must provide evidence of a boiler service, which has taken place in the immediate twelve (12) month period prior to the **first start date**, to **us**. **We** will request this information, but it **your** responsibility to provide it. If no evidence of a boiler service, which has taken place in the immediate twelve (12) month period prior to the **first start date**, **we** reserve the right to request that **you** pay for the **first boiler service and inspection**. Any boiler service provided as part of the cover will then be carried out, at no further charge, around the anniversary of the **first boiler service and inspection** providing **you** have made payments in full for the **cover period** defined in **your cover schedule**. If after the **first boiler service and inspection** that in our opinion **your** boiler or central heating system not in satisfactory condition **we** reserve to the right to cancel **your** cover with no refund of payments. If **you** do not wish to pay for a **first boiler service and inspection we** will cancel **your** cover immediately and a cancellation charge will be applied.

10 **Missed appointment**

If you miss an arranged appointment with one of **our engineers** and do not inform **us** or the **engineer** in advance **we** reserve the right to charge **you** the **engineer's call-out** fee.

11 Claims limit

The claims limit is limited per claim per section for the first three (3) months from the **first start date**. This claims limit amount, during this three (3) month period is defined in the **cover schedule**. After first three (3) months from **first start date** the claim limit will be as stated in the **cover schedule**.

12 Home Insurance

Should **you** have home insurance cover **you** must advise **us** of the provider and policy number. **Your** home insurance policy applies in place of **our cover**. **Our cover** only applies in the absence of cover from **your** home insurance.

15. How to Make a Claim, Claims Procedure and Claims Conditions

15.1. How to make a claim

- 1 If you require assistance following a **home emergency** please call the **claims representative** on **(0800 987 8035)** as soon as you become aware of the **home emergency**. If you delay calling the **claims representative**, **your** request for assistance may be declined as the event may no longer be considered to be an emergency. It would be helpful if **you** quote **your policy** number (which **you** will find in the **schedule**) and have **your cover** to hand so that **your** request for assistance can be dealt with as quickly as possible.
- 2 **In the case of suspected gas leaks you must immediately call the National Grid Gas Emergency Service on 0800 111 999. They will then attend the property and isolate the leak.** Following that visit, the situation will then be dealt with under **your cover**, if applicable to **your cover**, by a **repairer** who is a Gas Safe registered engineer.
- 3 Major emergencies arising from your other utilities which may endanger life or limb should also be notified immediately to the relevant utility provider.

15.2. Claims procedures

- 1 The **claims representative** will ask **you** for **your** name, address, post code, the nature of the **home emergency** and whether there are any problems with access to **your home** or the facility, system or equipment with respect to which **you** are seeking assistance.
- 2 If **you** are not the registered owner of the **property** but are the registered tenant, the **claims representative** will need confirmation that the registered owner consents to the **claims representative** arranging for **emergency repairs** to be carried out at the **property**.
- 3 If the facility, system or equipment cannot be accessed safely, **we** have the right to decline to provide assistance to **you** or charge **you** for the cost of the **call-out**.
- 4 If any internal fixtures or fittings, such as fitted units, special floor coverings such as wood block or ceramic tiles need to be removed to gain access to

the facility, system or equipment in respect of which **you** require assistance

- a) the **repairer** or **alternative repairer** will only remove such internal fixtures or fittings if **you** consent in writing to him or her so doing;
- b) **you** will be solely responsible for the payment of the cost of labour for the removal of internal fixtures or fittings;
- c) **you** will be solely responsible for the restoration or reinstatement or for the costs of restoration or reinstatement of internal fixtures or fittings following completion of **emergency repairs** by the **repairer** or **alternative repairer**.

5 Before authorising a **call-out**, the **claims representative** will need to establish whether any items listed under "what is not insured" under the applicable Insured Section(s) apply and whether any of the General Exclusions apply and whether **you** have complied with the conditions contained in **your cover** as

- a) **you** will not be reimbursed for **call-out** costs or **emergency repairs**
 - (i) relating to any item listed under "what is not insured" under any applicable Insured Section;
 - (ii) to the extent that a restriction or General Exclusion applies;
- b) **we** may decline to provide any assistance or **we** may only agree to reimburse **you** for a reduced amount proportionate to **your** failure to comply with the conditions contained in **your cover**.

6 Provided that the **claims representative** is satisfied that **your** claim is valid, the **claims representative** will ask **you** to pay any **excess fees** that are applicable to **your cover**. The **excess fee** applicable to **your cover** can be seen on **your cover schedule**. The **excess fee** must be paid prior to a **repairer** being arranged unless agreed by the **claims representative**.

7 Provided that the **claims representative** is satisfied that **your** claim is valid, the **claims representative** will arrange for a **repairer** to carry out **emergency repairs** and will inform **you** of the identity of the **repairer** and the likely timing of the **repairer's** attendance at **your property**. The **claims representative** or the **repairer** will inform **you** of any delay as soon as reasonably practicable.

8 A **repairer** may not be readily available due to adverse weather conditions, industrial disputes, failure of the public transport system, road closures or blockages or problems with access to **your home**. In such circumstances, the **claims representative** will endeavour to find an **alternative repairer** or authorise **you** to proceed with work being carried out by a person or company of **your** choice. Please be aware that in the case of adverse weather conditions the time taken for a **repairer** or **alternative repairer** to attend **your property** could be increased substantially. We reserve the right to cancel or postpone a **call-out** if the **repairer** and/or **alternative repairer** deem it unsafe to attend your **property**. We will endeavour to provide a **repairer** as soon as reasonably practicable.

9 If the **claims representative** authorise **you** to proceed with work being carried out by a person or company of **your** choice **you** will be responsible for settling the invoice of the **repairer** or **alternative repairer** or person or

company authorised to carry out the **emergency repairs** and will only be reimbursed by the **insurers** against a properly receipted invoice. The reimbursement will not exceed the maximum claim limit for the cover.

- 10 If the **emergency repairs** are carried out by a person or company of your choice
- a) before reimbursing **you, we** will require a copy of the work-sheet provided to **you** by such person or company which must contain details of the fault or defect, the work carried out and what further remedial work is appropriate;
 - b) **you** will only be reimbursed up to **our** maximum call-out and hourly rates, which will be notified to **you** by the **claims representative** at the time the **claims representative** authorises the carrying out of the **emergency repairs** by the person or company of your choice.
- 11 Where replacement parts are required, **you** will only be reimbursed for the cost of basic standard fittings that comply with current regulations.
- 12 **We** treat each item of a matching set or suite of sanitary fittings as a single item. **We** will not reimburse **you** for the cost of repairing or replacing any undamaged item in a matching set or suite.
- 13 **You** will not be reimbursed for **call-out** costs payable to a **repairer** or **alternative repairer** if **repairer** or **alternative repairer** arrives at an agreed appointment time and
- a) no one is present to give access; or
 - b) neither **you** nor any member of **your immediate family** aged 18 or older nor **your** authorised representative (who must be aged 18 or older) is present at **your home**.
- 14 **We** may charge **you** a fee to cover the cost incurred by **us** of standard **call-out** charges of the **repairer** (or **alternative repairer** if the **repairer** or **alternative repairer** arrives in accordance with the arrangements agreed between **you** and the **claims representative** and neither **you** nor any member of **your immediate family** aged 18 or older nor **your** authorised representative (who must be aged 18 or older) is present at **your home**.
- 15 If remedial work other than necessary to temporarily eliminate a **home emergency** is deemed appropriate by the **repairer** (or **alternative repairer**) carrying out the **emergency repairs**, the **insurers**
- a) will not pay for nor reimburse **you** for the costs of carrying out such further **remedial work**;
 - b) will not reimburse **you** for the cost of carrying out **emergency repairs** at a later date if **you** do not have such further **remedial work** carried out without unreasonable delay.
- 16 **You** will not be reimbursed for any loss of income, use of anything **you** have paid in advance for or additional expenditure resulting from a **home emergency**.

15.3. Claims conditions

1 **Limit of our liability**

- a) The most that the **insurers** will pay in respect of any one **home emergency** involving one operative Insured Section only is the amount entered against the Sum Insured for that Insured Section in the **schedule**.
- b) The most that the **insurers** will pay in respect of any one **home emergency** involving more than one operative Insured Section is the amount entered against the Sum Insured for "Any one **home emergency**" in the **schedule**.
- c) The **insurers** will not be liable for
 - i) the costs of any **call-out** or **emergency repairs** which exceed the sums insured entered in the **schedule**;
 - ii) the costs of any **call-out** or **emergency repairs** or parts, labour or materials connected to a **home emergency** except as specifically provided for under **your cover**;
 - iii) repairs of and/or **remedial work** on and/or the replacement of defective parts or components other than necessary to temporarily eliminate a **home emergency**.

2 Other insurance

If **you** have other insurance providing cover for **call-out** or **emergency repairs**, **we** will have the right to contact the **insurers** of such other insurance for a contribution to any settlement **we** agree under **your cover**.

3 Recoveries

- a) The **insurers** have the right to take over, defend or settle any legal action in **your** name or take legal action at their expense and for their benefit, but in **your** name, to recover any payment made under **your cover**.
- b) If the **insurers** exercise such right, **you** must provide such assistance as the **insurers** reasonably request in the pursuit of any rights of recovery or recourse against any other party.

16. Protecting your Personal Data

We are the Data Controller for the data **you** provide to **us**. **We** need to use **your** data in order to arrange **your** insurance and associated products and for marketing purposes (please let **us** know if **you** would prefer not to receive marketing information from **us**).

You are obliged to provide information without which **we** will be unable to provide a service to **you**. **We** may pass **your** data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators.

We process all data in the UK but where **we** need to disclose data to parties outside the European Economic Area (EEA) **we** will take reasonable steps to ensure the privacy of **your** data. In order to protect **our** legal position, **we** will retain **your** data for a minimum of 7 years after the expiry of **your** policy.

We have a Data Protection regime in place to oversee the effective and secure processing of **your** data. **You** can request copies of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons). If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly **you** can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

17. Complaints

17.1 COMPLAINTS PROCEDURE

We seek to provide **You** with an extremely high standard of service. In the unlikely event that **You** are dissatisfied with the service provided please contact **Us** by either:

- (i) Calling Our free phone helpline number 0800 987 8035;
- (ii) Writing to **Us** at Customer Services Department, Reactive Insurance Solutions., Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE; or
- (iii) Emailing **Us** at info@reactiveinsurance.co.uk

We will acknowledge **Your** complaint within 5 business days of receiving it and do **Our** best to resolve matters within 2 weeks. If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint from **Us** or **Your** complaint is not resolved within 8 weeks by **Us**, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 0234567 or 0300 1239123.

Email: info@financialombudsman.org.uk.

Following this complaint procedure does not affect **Your** right to take legal action.

17.2. Complaints about the insurer

We aim to give **Our** customers a high standard of service at all times. If **You** are unhappy with **Our** service for any reason, initially please raise **Your** concerns with Reactive Insurance Solutions. If **Your** complaint is not resolved or **You** are unhappy with **Our** response and the course of action proposed for any reason **We** will pass **Your** complaint to: Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.

If **You** are still dissatisfied, **You** can ask the Financial Ombudsman Service to review **Your** case. They will handle most complaints which **You** may have concerning a contract of personal insurance. There are, however, a few instances in which they are not empowered to consider complaints.

18. Recording of Telephone Calls

All telephone calls between **you** and the **insurance providers** may be recorded and monitored and the **insurance providers** reserve the right to use any recordings made.

19. Disclosure

This Policy is underwritten by Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Acasta's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request.

20. Policy Administrator

This Policy is administered by Reactive Insurance Solutions., an Appointed Representative of Alternative Propositions Ltd. Reactive Insurance Solutions. is registered in England. Company Number: 6787818, registered office: Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE.

Alternative Propositions Ltd. Is authorised and regulated by the Financial Conduct Authority (FRN 602443). This information can be checked by visiting the FCA's website. Alternative Propositions Ltd. Is registered in England: Company Number 08253536, Registered Office: Anglia House, Carrs Road, Cheadle, SK8 2LA.

21. Alteration and Assignment

You are not permitted to assign to another person(s) or change in any way the rights under this policy without Our written consent.

22. Financial Services Compensation Scheme (FSCS)

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "compensation scheme"). If the **Insurers** are unable to meet their obligations under this policy an Insured Person may be entitled to compensation from the Compensation Scheme.

23. Summary of Coverage

Insured Section	Claims Limits
Water supply pipes & plumbing	Unlimited claims per year. Maximum of £500 per claim.
Taps and toilets	Unlimited claims per year. Maximum of £500 per claim.
Drainage	Unlimited claims per year. Maximum of £500 per claim.
Internal domestic gas supply	Unlimited claims per year. Maximum of £500 per claim.
Internal Electrics	Unlimited claims per year. Maximum of £500 per claim.
Windows	Unlimited claims per year. Maximum of £500 per claim.
Pest Contamination	Unlimited claims per year. Maximum of £500 per claim.
Loss of Keys	Unlimited claims per year. Maximum of £500 per claim.
Emergency Accommodation	Unlimited claims per year. Maximum of £500 per claim.
An excess fee of £75 is applicable for every claim.	
The claims limit is £300 per claim for the first three (3) months from the <i>first start date</i> .	