

10UHA MOTORPLUS HOMECARE A EMERGENCY ASSISTANCE SERVICE

Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during the Period of Insurance set out in the schedule
- within the Geographical Limits
- following payment of the premium.

We will provide the services and benefits on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this Policy meets Your individual requirements.

This policy is underwritten by Europ Assistance Holding Irish Branch, 79 Merrion Square, Dublin 2, Ireland.

This insurance is effected in England and is subject to the Laws of England and Wales.

Europ Assistance Holdings Limited is authorised and regulated by the Financial Services Authority.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

THE AIMS OF THIS INSURANCE

This insurance is a Home Emergency Policy and not a Household Buildings or /Contents Policy. It should complement Your household insurance policies, and provide benefits and services which are not normally available under these policies.

This Insurance does not cover normal day-to-day Home maintenance which You should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the descaling of central heating pipes or the replacement of tap and cistern washers.

What we undertake to do is provide rapid, expert help if You suffer a Home Emergency arising from an incident covered under the policy. We will arrange for one of Our Repairers on Our nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the Emergency.

Cooling Off Period: If, when reading Your policy, You decide that it does not meet Your requirements, please return the policy and Certificate within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and We will recover from You any payments We have made.

MEANING OF WORDS

Certain words in Your policy document or Schedule have a particular meaning as shown below. Whenever We use one of these words it will always have the same meaning

APPROVED CONTRACTOR: A tradesman approved and authorised by Us in advance to carry out repairs

EMERGENCY: A sudden and unexpected event at Your Home which if not dealt with immediately will

- expose You or a third party to a risk to their health or
- make Your Home unsafe or insecure or
- will cause damage or further damage to Your Home and its contents or
- will leave Your Home without Main Services

EMERGENCY REPAIRS: A temporary repair carried out by an Approved Contractor which is necessary to resolve the immediate Emergency but which will need to be replaced by a Permanent Repair

GEOGRAPHICAL LIMITS: The mainland of Great Britain plus the Isle of Wight and Northern Ireland.

HOME: Your principle Residence used for domestic purposes including any part of the Residence used for business purposes (providing no more than half of the rooms in total are used for this purpose).

HOME EMERGENCY: A sudden unexpected event occurring during the Period of Insurance, involving Your Home which, in Our opinion, exposes the Insured Persons or a third party to a risk to their health, or necessitates immediate remedial action to render the Home safe or secure, and avoid damage or further damage, or restoration of the Main Services.

MAIN SERVICES: Mains drainage to the boundaries of Your Home, water, electricity and gas within the Home and the main source of heating or hot water where no alternative exists

PERIOD OF INSURANCE: The period between the start date and end date as shown in Your policy schedule

PERMANENT REPAIR: A repair or other work necessary to put right the damage caused to Your Home by the Emergency

RESIDENCE: The house, bungalow or self contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in Your schedule, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials

This excludes bed-sits or properties with multiple occupation/ residential or nursing homes

UNOCCUPIED: Not been lived in by You or Your Family, or any other person with Your permission

YOU/YOUR: The person named on the Policy Schedule, together with the members of Your household normally residing with You.

WHAT IS COVERED

If a Home Emergency occurs, We will arrange for an Approved Contractor to assess the situation and carry out Emergency Repairs in the event of:

1. **Burst pipes or sudden leakage** of water pipes likely to cause damage to the Home or its contents.
2. **Break-in or vandalism reported** to the Police (a crime number should be obtained for further reference) which compromises the security of the Home.
3. **Failure of Your Main Services** (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.
4. **Total failure of Your central heating** causing in Our view, unreasonable discomfort or risking frost damage to the Home.
5. **A leakage caused by a smashed toilet bowl or cistern.** Breakage of the cistern internal mechanism which prevents flushing and creates an Emergency as there is no other toilet in the Home.
6. **Pest Infestation.** Removal of wasp nests, field and house mice and brown rats within the insured property

For each claim We will pay up to a maximum of £300 (including VAT), for Emergency Repairs (or a Permanent Repair if it is a similar cost) to stabilise the situation and remove the Emergency or to restore the normal operation of the boiler or warm air unit, comprising call-out, labour, parts and / or materials.

Within any one Period of Insurance, the maximum We will pay under this Policy will be £1,200 (including VAT).

REQUESTING ASSISTANCE

First check the circumstances are covered.

Having done this telephone Europ Assistance immediately stating Your Policy Number, on:

01603 779230

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 PUBLIC EMERGENCY SERVICES.

SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID UK ON 0800 111 999.

WHAT IS NOT COVERED

1. Normal day-to-day Home maintenance

which You should carry out or pay for, such as the items listed below, which tend to gradually wear out over a period of time, or need periodic attention. We would not consider the following as constituting a covered Home Emergency:

- 1.1 dripping taps.
- 1.2 burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
- 1.3 slow seepage from joints or gaskets which does not involve a sudden escape of water.
- 1.4 the results of hard water scaling deposits.
- 1.5 leaking overflows.
- 1.6 blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.
- 1.7 blocked or misaligned guttering.
- 1.8 damage to boundary walls, hedges, fences and gates.
- 1.9 malfunctioning or blockage of septic tanks.
- 1.10 any infestations, pests in gardens, or outbuildings
- 1.11 flat or Tarpaulin Roofs.
- 1.12 any event arising from circumstances known to You prior to the commencement date of this insurance including any pest infestation or parts known to be failing or in need of attention/repair/maintenance, or any inherent fault or defect.

Please note that the above list (which is not exhaustive) shows specific examples of normal maintenance to indicate the type of problem not covered.

2. In connection with the boiler or warm air unit:

- 2.1 air locks in the central heating piping.
- 2.2 malfunctioning of the central heating wall or room thermostats.
- 2.3 central heating failure to light up after summer shutdown.
- 2.4 failure of the central heating pump.
- 2.5 failure of zone or changeover valves or energy management systems.
- 2.6 any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity.
- 2.7 any boiler or warm air unit more than ten years old.
- 2.8 replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.

- 2.9 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.
 - 2.10 any intermittent or reoccurring fault.
 - 2.11 any water pressure adjustments or failure caused through hard water scale or sludge.
 - 2.12 fuel lines including gas leaks.
 - 2.13 any re-lighting of the pilot light (please refer to manufacturers handbook).
 - 2.14 any boiler or system noise.
 - 2.15 any radiator valves.
3. **The following incidents or circumstances are also excluded:**
- 3.1 breakage of internal glass or of any basin, bath, bidet or shower base.
 - 3.2 failure of any services where the problem is situated outside the boundary of the plot of land on which Your Home is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.
 - 3.3 the cost of effecting Permanent Repairs once the immediate Emergency situation has been resolved, including any redecoration or making good the fabric of the Home.
 - 3.4 damage incurred in gaining necessary access.
 - 3.5 breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Please also refer to the General Exclusions.

GENERAL CONDITIONS

- 1. You should declare all facts which are likely to affect this insurance. Failure to do so may prejudice Your entitlement to claim, and if You are uncertain as to whether a fact is material, it should be disclosed to Us.
- 2. You should carry out or arrange for normal continuous maintenance of Your Home and on the systems servicing the Home and You must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and service documentation will be required.
- 3. 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.
- 4. Your full compliance with the terms and conditions of this Policy is necessary before a claim will be paid.
- 5. 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.
- 6. We will be entitled, if We so desire, to prosecute, in Your name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by Us under this Policy. We shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to Us.
- 7. You must notify us immediately a claim occurs. If for any reason We authorise You to use a contractor appointed by yourself 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.
- 8. 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.
- 9. This insurance contract is subject to the Laws of England and Wales.
- 10. It is a condition precedent to Our providing the services detailed in this Policy, that You undertake to promptly pay the Repairer or Europ Assistance Holdings Limited for all work authorised by You which is not covered under this Policy.
- 11. You should have taken out, and keep in force, a Buildings Insurance Policy covering Your Home.
- 12. If You intend to leave Your Home 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.

GENERAL EXCLUSIONS

- 1. Pre-existing problems or circumstances known to You at the time You purchased the insurance and which You did not notify to Us.
- 2. Any costs incurred when You have not notified Us and obtained Our prior authorisation.
- 3. Damage to Home contents.
- 4. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
- 5. 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).
- 6. Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by Our Repairer to ensure that the original fault has received a definitive repair.
- 7. Any defect, damage or failure caused by a malicious or willful 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.
- 8. Any claim when the Home has been left Unoccupied for more than 30 days.
- 9. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently

proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Loss or destruction of or damage or any loss or expense whatsoever resulting 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.
11. Failure or malfunction of any supply, system or appliance serving the Home or any consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
12. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
13. Any legal liability or consequential loss arising from the provision of, or any delay in providing the services to which this policy relates, unless negligence on Our part can be demonstrated.
14. Costs associated with another property or communal/shared areas if Your Home is in a multiple-occupancy or multiple-usage block or building.
15. Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
16. Costs incurred where no fault is found

COMPLAINTS PROCEDURE

We aim to provide a first class service at all times. However, if You have any complaint regarding the standard of service You have received under Your Policy, the following procedure is available to You to resolve the situation:

1. In the first instance please contact the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perry Mount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively telephone Us on 0844 338 5799 or You can e-mail Us on: quality@europ-assistance.co.uk
If We cannot give You a final decision by four weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.
2. Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.
3. In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks* of Us receiving Your complaint, You have the right, in addition to Your contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at :
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR.

Telephone : 0845 080 1800

* N.B. The time scales given above are dependent on You responding immediately to any correspondence We send You.

CANCELLATION PROVISIONS

Right to return the insurance document You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. We will refund to You any premium You have paid.

Cancellation by the Insured Person If You subsequently give notice in writing or by telephone 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. 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.

Premium position upon cancellation by Us: If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You or Your estate. If however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

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.

DATA PROTECTION

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form. Enquiries in relation to data held by Europ Assistance Holdings Limited should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

FINANCIAL SERVICES COMPENSATION SCHEME

Europ Assistance Holdings Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if Europ Assistance Holdings Limited are unable to meet their obligations. More information can be obtained from the www.fscs.org.uk website.

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