# **POLICY**BOOKLET





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### IMPORTANT INFORMATION

- It is important that you check your policy schedule to ensure that the information that you have provided to us is accurate. Please take the time to read the contents of this policy to ensure that you understand the cover we are providing you and that you comply with our terms and conditions. This policy wording and your policy schedule are important documents; please keep them in a safe place in case you need to refer to them for any reason.
- If we accept your claim, the Claims Helpline Service will source a suitable engineer to attend your home and endeavour to resolve the issue. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of repairs, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- The Claims Helpline Service and engineer will use their discretion as to when and how the repairs are undertaken.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond our control. In the event of this occurring we will ensure that your home is safe.
- In the event that you engage the services of an engineer prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered.
- This policy provides cover for emergency situations and breakdowns, it will not cover routine maintenance tasks. Claims must be reported immediately and claims reported after 48 hours following discovery will not be accepted.

# HOW TO MAKE A CLAIM IT'S SO EASY!

Call our team on

0800 068 33 87

If you experience an insured event. This is your Claims Helplin

If you experience an insured event. This is your Claims Helpline Service and is available to you 24 hours a day, 365 days per year.



We aim to deliver around the clock assistance at your convenience to make a repair or provide a replacement.



The job is done!

We just need you to sign to confirm you are satisfied with the service and we will settle the bill within the cover limits, directly with the engineer.



### **DEFINITIONS**

The following words have the meanings given below wherever they appear in bold.

### **AGENT**

No1 Home Emergency, 367 Charminster Road, Bournemouth, Bournemouth, Dorset, BH8 9QS.

### **ANNIVERSARY**

The date recurring every year 12 months after the commencement date.

### **APPROVED ENGINEER(S)/ENGINEER(S)**

A qualified person approved and instructed by the Claims Helpline Service to undertake emergency work.

### **ASSISTANCE**

The reasonable efforts made by the approved engineer during a visit to the home to complete a repair or replacement. If your incident is an emergency, your call out will be given priority, otherwise an appointment will be made.

### **AUTHORISED REPRESENTATIVE**

A person appointed by you to deal with your policy on your behalf. If you wish to appoint a person to do this, you must notify the agent by writing to their registered address.

### **BEYOND ECONOMICAL REPAIR (BER)**

In the opinion of our approved engineer, we are unable to repair your boiler.

### **BOILER CONTRIBUTION**

If you have chosen to include cover for boiler replacement/contribution towards replacement this will be stated in your schedule. In the event your domestic boiler is declared beyond economical repair, we will make a contribution of up to £500 towards replacing it.

### **BREAKDOWN**

A sudden and unforeseen malfunction which results in the unit or system no longer working or operating correctly.

### **CALL OUT**

A request for assistance from you, even if the request is then cancelled by you.

### **CLAIMS HELPLINE SERVICE**

The telephone number for you to report an emergency under this policy, operated by LIMemergency. Tel: 0800 068 33 87.

### **CLAIM LIMIT**

The maximum amount payable by us for each and every claim. This includes call out charges, labour, parts, materials and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from us.

### **COMMENCEMENT DATE**

The start of the policy as shown in the schedule.

# DOMESTIC BOILER & CENTRAL HEATING SYSTEM

The domestic boiler and the central heating system contained within and supplying your home that is powered by natural gas or LPG from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. We will not cover any commercial boiler or boiler that has an output that has an output in excess of 70kw/hr or is over 15 years of age.

### **EMERGENCY**

Means a sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the Claims Helpline Service:

- a) render the home unsafe or insecure; or
- b) damage or cause further damage to the home; or
- c) cause personal risk to you; or
- d) cause a health and safety risk to others. For cover to apply, the emergency must also be an insured event.

### **EXCESS**

The first amount of each claim, payable by you to the Claims Helpline Service before the approved engineer will attend. This

### **DEFINITIONS**

can be done by way of credit or debit card. Your Plan Schedule will state if an excess applies to your policy. Please note there is a compulsory £60 excess on all call outs occurring within the first 90 days of cover. The compulsory excess does not apply if you

have included a voluntary excess.

### **HOME**

Your main permanent place of residence in the United Kingdom, Channel Islands or Isle of Man which compromises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. Garages and outbuildings that are attached and/or access via the home will be included under Pests if this cover is included.

### **INSURED EVENT**

An event described under the "what we cover" headings in this policy, which results in either an emergency or breakdown.

### **MONTHLY PREMIUM**

Where you have chosen to pay monthly the agreed premium payable by you due each full calendar month from the commencement date in order that cover remains in force under the terms and conditions of this policy wording.

### **NON-INSURED SERVICES**

Any service(s) provided in addition to the cover elements, including but not limited to the Annual Boiler Service.

### **PERIOD OF COVER**

A period of 12 months from the commencement date.

### **PEST**

Wasps' nests, hornets' nests, rats and/or mice.

### **REINSTATEMENT**

Work carried out to make good any surfaces or flooring which has been excavated in order to provide you with assistance. We will fill in any excavation and leave the surface level where we have made access to an

however we are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.

### **SCHEDULE**

The document sent to you confirming the commencement date, your details, and the home which is the subject of cover.

### **UNINHABITABLE**

In the reasonable opinion of this Claims Helpline Service, it is not suitable for you to remain in the home until the emergency covered by the policy has been rectified.

### **UNOCCUPIED**

Where no one has resided in the home for a period exceeding 60 consecutive days.

### **WAITING PERIOD**

In respect of Boiler Replacement Contribution, no claim can be made for any incident that occurs within 6 months of the commencement date of this policy as shown in the schedule.

For all other sections, no claim can be made for any incident that occurs within 14 days of the commencement date of this policy as shown in the schedule.

# WHAT IS COVERED

In the event of an insured event occurring in your home, we will:

- Advise you on what action to take to protect yourself and your home;
- Arrange an appointment for an approved engineer to visit your home;
- c. Organise and pay the cost of providing assistance excluding any excess up to the claim limit per call out including VAT subject to the terms and conditions of your policy.
- d. Where a permanent repair is completed under your policy by an approved engineer, we will guarantee the work completed for 12 months from the date of claim.

# WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit your cover, please read them carefully to ensure this policy meets your requirements. We do not wish you to discover after an incident has occurred that it is not insured.

To assist you in understanding the main limitations of the cover provided we have detailed these under the 'Cover Provided' section of your policy.

Any incident that occurs in the first 14 days after the policy commencement date is not covered. This period is extended to 6 months for incidents under Boiler Replacement Contribution.

However, should you require emergency assistance during this period please contact the agent who will be able to provide cover on a pay on use basis.

### **COVER PROVIDED**

This policy provides the protection described in the cover sections below as a result of an insured event occurring at the home. The benefit under your policy is limited to the claim limit stated in your policy schedule.

When you applied for this policy, you chose which sections of cover below, you required cover for. Cover is provided only if you selected the cover section and paid the required premium. The sections of cover that apply to your policy are confirmed in your schedule.

The amount we will pay in respect of any one claim shall not exceed the claim limit including call out charges, labour and parts and materials. You are responsible for paying any excess under the policy or where the cost of repair exceeds the benefit provided under the policy.

# Section A. Domestic Boiler & Central Heating System

# WHAT WE COVER:

We will assist you and pay for the call out, labour and parts and materials involved in repairing or rectifying leaks within, or the breakdown of your domestic boiler and/or central heating system at your home.

We will pay up to £50 towards the cost of purchase or hire by the insured person (upon production of an original receipt for payment) of alternative heating sources where these are deemed necessary in the event that the primary heating system has failed completely and it is not possible to reinstate the heating.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

- a) The cold water system including its feed and outlet:
- b) Elson tanks, separate gas or oil heaters supplying hot water and dual purpose boilers such as AGA's and Rayburns, with the exception of a gas fire forming part of a back boiler;
- Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating;
- d) Corrosion or any work arising from hard water scale deposits;
- e) Removal of sludge or hard water scale from the insured system;

- f) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system, with the exception of a gas fire forming part of a back boiler;
- g) Solar powered panels or ground, air and water source pumps;
- Repairs when our engineer deems the boiler to be beyond economic repair;
- i) Loss of Oil or Gas;
- j) Damage caused by escape of Oil or Gas;
- k) Your water supply from the hot cylinder to your taps;
- A breakdown where an engineer has previously identified that remedial/ maintenance work is required to prevent a future breakdown and the recommended work has not been carried out;
- m) Any maintenance or remedial work identified during an annual boiler service.
- n) Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
- o) Boilers over 15 years old.
- p) Intermittent faults where this cannot be identified at the time of the engineers attendance.
- q) Lack of maintenance or neglect by you (you may be asked to reserve funds if your boiler has not been serviced in line with the manufacturer's instructions or if you have no protection against hard water).

# Section B. Water & Drainage

# WHAT WE COVER:

We will assist you in the event of an incident to your internal water or external drainage system. Cover includes the replacement of leaking pipes, clearing blockages, repairing taps, restoring toilet facilities, leaking overflows.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

- a) General maintenance;
- b) Frozen pipes which have not caused any damage;
- c) The cost of water lost during a leak;
- d) Replacing sanitary ware such as basins and toilet bowls;
- e) Pipes outside the boundary of your home which you are not responsible for;
- f) Water pipes to or from and in a detached outbuilding or garage;
- g) Incidents where you have previously been advised of the need to take preventative or maintenance work and this has not been carried out, for example installing access points to your drainage system;
- h) Quieting noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;

- Showers including the shower unit, controls, outlet or shower head;
- j) Electric pumps, vacuum drainage systems, shower pumps, filtration systems or pumps for swimming pools or spa baths;
- k) Additional repair work, for example a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring this will not be covered;
- Cesspits, septic tanks and drainage pumps;
- m) Reinstatement costs relating to the original surface of a drive, path, decking or any other surface which is excavated as part of a claim;
- n) Guttering, rainwater downpipes and soakaways;
- Any drainage system which is not of standard construction (e.g. standard construction may include but is not limited to clay pot, plastic, P.V.C or concrete);
- p) Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect;
- q) Failure or damage caused by faulty or defective design of the drainage pipe including but not limited to delamination found in pitch fibre pipe construction;
- r) Like for like replacement of bespoke or non standard items;
- s) Tracing leaks where the source cannot be ascertained or where there is no visible evidence of a leak.

# **Section C.** External Water Supply Pipe

# WHAT WE COVER:

We will assist you in the event of a blockage, collapse or leakage of the water supply pipe from and including the main stopcock for your home up to where it is connected to the public water main / communication pipe provided that you are responsible for this. Repairs or replacements will be made as necessary to rectify a blockage or leak and restore the water supply.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

- a) Costs which exceed your proportion
   of the cost of any work undertaken by
   us under the terms of this policy on a
   water supply pipe outside the boundary
   of your property where you share legal
   responsibility for the water supply pipe
   with any third party(ies);
- b) Frozen pipes which have not caused any damage;
- c) Any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by our engineer(s);
- d) Damage resulting from lack of proper maintenance:
- e) Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.
- f) Tracing leaks where the source cannot be ascertained or where there is no visible evidence of a leak.

# **Section D.** Internal Electricity

# WHAT WE COVER:

We will assist you to repair or replace any item or system after your supply meter which causes the breakdown or failure of the permanent domestic electrical wiring system supplying electrical power to your home.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

- a) Domestic appliances or electrical items with a plug;
- Replacing light bulbs, fuses and any other routine electrical maintenance tasks;
- Non-permanent outbuildings, such as sheds and greenhouses;
- d) Non-permanent external lighting (such as fairy lights) are not covered where this causes fuses to short;
- e) Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any 3 phase electrical systems or garden areas;
- f) Wiring or electrics in communal areas;
- g) Any garage or outbuilding connected to a separate electric meter to that of the home.

# **Section E.** Gas Supply

# WHAT WE COVER:

We will assist you to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in your home.

Our assistance will only be provided once the National Gas Emergency Service have attended and isolated the leak.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

- a) General maintenance;
- b) Any gas boiler, fire, central heating or hot water breakdown;
- c) Temporarily frozen pipes where permanent damage is not confirmed;
- d) Systems not installed correctly or which do not conform to any governing Gas Safe regulation or requirements;
- e) Pipes outside the boundary of your home.

## **Section F. Security**

# WHAT WE COVER:

We will provide assistance following damage to or failure of an external lock, door or window which renders the main living areas of the home insecure and easily accessible to intruders.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

# WE DO NOT COVER:

- a) Internal locks, window locks, doors, glass, external garages or outbuildings.
- b) Any damage caused by the approved engineer in gaining access to the home.
- c) Doors subject to swelling.
- d) Porch doors where there is another lockable door which prevents access to the main living areas of the home.

## **Section G.** Access to Home

# WHAT WE COVER:

We will provide assistance in an emergency following the loss of the only available key to the home which cannot be replaced and normal access cannot be obtained. Our approved engineer will gain access to the home and ensure it is left secure.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

# WE DO NOT COVER:

 a) Any damage caused by the approved engineer in gaining access to the home.

### **Section H. Pests**

# WHAT WE COVER:

We will provide assistance in an emergency following a pest infestation in and/or attached to the home where there is clear evidence of the infestation.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

# WE DO NOT **COVER**:

- a) Repeat claims where you have failed to follow previous guidance from us or the approved engineer to prevent continued or further infestation.
- b) The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If you have a swarm, or bees in the structure of your home, you should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

# **Section I.** Roofing

# WHAT WE COVER:

We will provide assistance in an emergency following missing, broken or loose tiles causing internal water damage.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

- a) Damage where the roof has not been satisfactorily maintained.
- b) Damage where the roof has not been satisfactorily maintained.

# **Section J.** Boiler Replacement Contribution

# WHAT WE COVER:

We shall contribute to the cost of a brand-new like for like replacement up to a maximum of 50% of the market value, or the amount paid as shown on the receipt, whichever is lower. This is subject to the Boiler Replacement Contribution limit of £500, and only available on the production on an original receipt for payment. Section 10 will not be operative unless we or the approved engineer declares the boiler to be beyond economic repair. Cover under Section A will then cease.

# WE DO NOT COVER:

- a) Replacement of boilers or a contribution towards the cost of a new boiler for claims occurring within the first 6 months of cover.
- b) Our contribution under this section shall not include any labour, delivery or shipping costs.

# **Section K.** Overnight Accommodation

# WHAT WE COVER:

Overnight accommodation only (arranged by and booked by us) where it has not been possible to resolve the emergency following an accepted claim for emergency repairs by a contractor under another section of this policy and the home is rendered uninhabitable. This is subject to a limit of £250.

- a) The cost of any food and drink you have purchased.
- b) The cost of any parking that may have been incurred.
- c) The cost of travel.
- d) The cost of any entertainment.



# **Heating**

Failure of your main heating system

# Plumbing & drainage

Collapsed, blocked or broken drains



# **Electric & gas**

Losing your gas or electric supply to the whole of your home



# **Roof damage**

Damage to your roof during a storm





# Locks, doors & windows

Damage to your windows and doors making your home unsecure and being locked out of your home due to lost, broken or stolen keys



## Pest control

Extermination of pests such as wasps or hornets nesting withing your home

# **GENERAL EXCLUSIONS:**

We shall not be liable for costs arising from or in connection with:

- 1. Circumstances known to you prior to the commencement date of this insurance.
- Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
- Any claim arising from gradual deterioration and/or wear and tear.
- 4. Any system which has been incorrectly used, modified or tampered with.
- 5. Any system which is faulty or inadequate as a result of any inherent or recurring manufacturer or design defect.
- Replacement or adjustment to any decorative or cosmetic part of any equipment.
- 7. Detached garages or outbuildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy if included on your schedule.
- 8. Any wilful act or omission, lack of maintenance or neglect by you.
- 9. Claims in the 7 days immediately following your first occupation of the home, or claims in the 7 days immediately following your reoccupation of the home where the home has been left unoccupied for 60 consecutive days or more.
- 10. We may limit the level of assistance we provide for boiler claims where an installer's or supplier's guarantee or warranty exists. We may direct you to the installer or manufacturer for a solution in the first instance to prevent voiding of any guarantee/warranty.

- 11. Any other costs or damage that are indirectly caused by the event that led to your claim, unless specifically stated in the policy.
- 12. Claims arising within the first 14 days from the commencement date of this cover.
- Any costs that would be more appropriately recovered under any other cover.
- 14. Circumstances which are not sudden and unforeseen.
- 15. Circumstances where we have gone beyond your cover policy's claim limit or policy cover.
- 16. Claims where our engineer has advised there is no emergency repair available.
- 17. Any direct or indirect liability, loss or damage caused:
- to equipment because it fails to correctly recognise data representing a date in a way that it does not work properly or at all; or
- b. by computer viruses.
- 18. Any claim or expense of any kind cause directly or indirectly by:
- Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel.
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- 19. Any loss or damage caused by any sort of war, invasion or revolution.
- 20.Any loss or damage caused by pressure waves produced by aircraft or other flying objects moving at or above the speed of sound.

### **EXCLUSIONS**

- 21. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.
- 22.General maintenance work or any system that has not been regularly maintained. The engineer when dealing with your system may complete a repair but diagnose that additional maintenance work is required to your boiler and/or other system in order to prevent a future breakdown. As this maintenance work is not covered under this policy it is your responsibility to have it completed.



### **GENERAL INFORMATION**

### **PAY ON USE**

Should an emergency arise that is not included under your policy the agent can arrange for an approved engineer to attend your home but you will be responsible for all costs involved. The use of this service does not constitute a claim under your policy.

# REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, we will contact you to arrange a suitable time slot for the engineer to attend. You should make sure that the engineer can get reasonable access to carry out the repair. If we cannot get a replacement part needed to carry out a repair, or where the parts will take longer than 28 days to source, we will deem the boiler to be beyond economical repair.

### ANNUAL BOILER SERVICE

If your policy includes a provision for an annual gas boiler service then this will be shown in your plan schedule. This service is not a part of the cover contract underwritten by the underwriter and is also not regulated by the Financial Conduct Authority. Complaints relating to the boiler service are therefore not eligible to be referred on to the Financial Ombudsman Service.

Boiler servicing will be completed in accordance with the current Gas Safety Regulations. Please make sure that you have the manufacturer's instructions available for the engineer when they attend. Please note that remedial or maintenance work is not included as part of your boiler service.

Once the agent has received the completed boiler service request form the agent will arrange for an engineer to visit your home to service your gas boiler in line with Gas Safety Regulations. Boiler Services are normally carried out between April and September.

### **CLAIMS**

To ensure an accurate record your telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the engineer directly otherwise the work will not be covered.

Provided that the assistance is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the home or otherwise making the provision of the assistance impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond our control. In the event of this occurring we will ensure that your home is safe and if required the engineer will provide you with a quotation for a suitable repair.

Please note that if you should engage the services of an engineer prior to making contact with the Claims Helpline Service any costs that you incur are not covered.

# **OBSERVANCE**

Our liability to make any payment under this policy will be conditional on you complying with the terms and conditions of this cover.

### **GENERAL INFORMATION**

## **RECOVERY OF COSTS**

We may take proceedings at our own expense in your name to recover any sums paid under this cover.

# FRAUDULENT OR EXAGGERATED CLAIMS

You must not act in a fraudulent way. If you or anyone acting for you:

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

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.



### YOUR CONTRACTS

# Your Contract with No1 Home Emergency (The Agent)

The agent will arrange and administer your cover. If you need to contact the agent regarding your contract, please phone the customer services number or write to the registered address.

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- The agent will collect the premium in accordance with your instructions. Any monies relating to the cover services that are held by us (including premium collected by us, premium to be refunded to you and claims monies) shall be held by us on behalf of the underwriter.
- 2. The agent can amend these terms and conditions for legal or regulatory reasons as well as to benefit the group as a whole. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 14 days prior to any change taking effect. If the changes do not benefit you and you
  - wish to cancel your policy, you may do so and we will follow the procedure as outlined under the section labelled 'How to Cancel Your Policy'.
- 3. The agent will write to you, if in the future it enters into an agreement with a new underwriter(s) for all or part of your policy, to confirm the details of the new underwriter and give you details of any changes to the terms and conditions of your policy. You hereby authorise the agent to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under GDPR, and consent to the new underwriter being able to offer continuation of cover to you.

If at any time you wish to withdraw your agreement to this, please let the agent know by writing to the registered address.

- 4. The agent will write to you, if in the future it transfers in full or in part the arranging and administration of your policy to another arranger and/or agent to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service.
  - You hereby authorise the agent to transfer data for the purposes set out above, including data defined as 'sensitive personal data' GDPR and consent to the new arranger and/or agent being able to offer continuation of service to you.
  - If at any time you wish to withdraw your agreement to this, please let the agent know by writing to the registered address.
- 5. Your contract with the agent will run for a period of 12 months, beginning from the commencement date as detailed in your original schedule and periods of 12 months thereafter. Should you wish to cancel after the 14 day cooling off period following the sale or renewal of a policy, an administration fee of £35 is payable. This fee will be taken before your policy is cancelled.

### ARBITRATION/MEDIATION

A dispute between you and us may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who you and we agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against you, they are not covered under this policy. This arbitration condition does not affect your rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of your claim being turned down, we will treat the claim as abandoned.

### **PAYING YOUR PREMIUMS**

The payment method you have selected will be confirmed in your schedule.

If you have selected a monthly payment method, you will make your payment from your bank account on an agreed date of each month and, subject to the successful collection of that payment, we will provide the cover detailed in this policy wording up to the date on which your next monthly payment becomes due.

If you have a premium finance arrangement in place please refer to the terms of the agreement with the finance provider.

This cover commences on the date shown on your schedule and continues upon receipt of your monthly payment. This cover does not have a specified end date and will continue until either you or we cancel the policy. We will write to you on the anniversary of your policy to remind you of this and notify you of any changes to your cover or premium. Should you fail to make a payment in any month, cover will cease with effect from the end of the month immediately before the date of the failed collection.

# WHAT IF I MISS A PAYMENT?

If you fail to make a premium payment on the due date, your policy may be suspended and you will not be able to make a claim. The agent will notify you in writing within 5 working days of the date on which the premium payment was due if you fail to make a premium payment. If you do not pay the requested amount within 30 days of the due date, your policy will be cancelled. You will remain liable for any due and outstanding premium for the period up to the date of cancellation. If you want to make a claim under your policy whilst your policy coverage is suspended, you will be required

to pay any outstanding premiums before an engineer will be despatched to your home.

### **RENEWING YOUR POLICY**

Your policy will continue following receipt of your payment for the period of cover as defined in your schedule. We reserve the right to adjust your premium to reflect any changes in the cost of providing cover, changes in applicable tax and your claims history will also be considered as part of your premium review. We reserve the right to decline the renewal of this cover policy. You will receive at least 14 days notice if we decide not to renew your policy and we do not need to provide a reason for doing so.

# OUR RIGHT TO CHANGE THE COVER OR PRICE

You will receive at least 14 days written notice if we decide or need to change your policy cover or the price of your cover for any of the following reasons:

- To make minor changes to your policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the insurer or your policy;
- To reflect changes to taxation applicable to your policy (including but not limited to cover premium tax);
- 4. To reflect increases or reductions in the cost (or projected cost) of providing your cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which we, as part of our pricing policy, have assumed or projected will be made under this cover product;

### **PAYMENTS**

- To cover the cost of any changes to the cover/benefits provided under this cover including but not limited to the removal of one or more policy exclusion(s);
- 6. To cover the cost of changes to the systems, services or technology in support of this cover product.

We may make changes immediately and advise you within 28 days of the change having been made if the change is favourable to you.

### **HOW TO CANCEL YOUR POLICY**

### **CANCELLATIONS**

We hope you are happy with the cover this policy provides. However, if after reading this policy, this cover does not meet with your requirements, please write to the agent within 14 days of issue and we will cancel the policy.

Please note, only you or your authorised representative should write to cancel. The cancellation period provided within your policy is inclusive of the statutory 14 day period which begins on the commencement date or 14 days from the date you receive your policy documentation, whichever is the later.

Where your policy is cancelled after the cancellation period following the purchase or renewal of a policy, an administration fee of £35 is payable. This fee will be taken before your policy is cancelled.

Where your policy is cancelled either within or after the cancellation period and you have made a claim, your policy will be cancelled immediately and your premium will not be refunded, if you pay your premiums monthly you will be required to pay for the remainder of the 12 month period from the commencement date/last anniversary date.

Where your policy is cancelled after the cancellation period and you have not made a claim, your policy will be cancelled and you will be entitled to a refund of any premium already paid to us for the remaining period after your policy has ended.

For the avoidance of doubt, the policy will be cancelled from the date that a monthly premium would have been due to the end of the period to which that payment relates. You will continue to benefit from cover until the date your policy is cancelled. In any event you will need to pay for any noninsured service(s) that you have received.

The Insurer shall not be bound to accept renewal of any cover and may at any time cancel any cover document by giving 14 days' notice in writing. A cancellation letter will be sent to you at your last known address. Reasons may include but are not limited to:

- a. Where we reasonably suspect fraud;
- b. Non-payment of premium;
- c. Threatening and abusive behaviour
- d. Non-compliance with policy terms and conditions;
- e. You have not taken reasonable care to provide accurate and complete answers to the questions we / your agent asks.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us / your agent with incomplete or inaccurate information.

This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for cover with us, as well as other insurers, in the future.

### **COMPLAINTS**

## **CUSTOMER SERVICE/COMPLAINTS**

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

If your complaint is regarding sale of the policy please contact:

No1 Home Emergency, 367 Charminster Road, Bournemouth, Dorset, BH8 9QS

T: 0800 068 33 87 E: info@no1home.co.uk

Only the named policyholder(s) or an authorised representative should call or write to make a formal complaint.

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.

If you have purchased the cover policy online, you may also raise your complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For cover complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.



# Get in touch with us

**OUR OFFICE IN BOURNEMOUTH, UK** 

### **OFFICE ADDRESS:**

367 Charminster Road, Bournemouth, Dorset, BH8 9QS

Monday to friday 9am to 6pm

PHONE: 0800 068 33 87 EMAIL: info@no1home.co.uk

HOME EMERGENCY CLAIMS:

Call: 0800 068 33 87