

HOME EMERGENCY

POLICY BOOKLET



Contents

Introduction	4
What is covered	4
What is not covered	4
Definitions	4 - 5
Cover Provided	6 - 11
How to arrange Home Emergency assistance	12
Applicable Law	12
General Exclusions	13
Conditions	13
How to cancel your policy	14
Making yourself heard	14
Compensation Scheme	15
Privacy Notice	15

Your Home Emergency Policy

Introduction

Your policy is administered by Cavere Limited and underwritten by Financial & Legal Insurance Company Limited. Cavere Limited are authorised and regulated by the Financial Conduct Authority. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial & Legal Insurance Company Limited, Registered office address: 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, England, SK8 3GW. Registered in England under Company No: 03034220. Financial Conduct Authority registered number: 202915.

The policy is based on the answers **you** gave **us** which are shown on **your** statement of insurance document. **You** must tell **us** of any changes to the answers **you** have given.

What is covered

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

- a) Advise you on what action to take to protect yourself and your home;
- b) Send one of **our approved engineers** or arrange an appointment for an **approved engineer** to visit **your home**; and
- c) Organise and pay the cost of providing **emergency assistance** up to the **claim limit** per **call out** including VAT subject to the terms and conditions of **your** policy.

This policy is designed to provide cover following a sudden or unexpected event which if not dealt with quickly would render **your home** unsafe or insecure, damage or cause further damage to **your home** or cause personal risk. The intention is to complete a temporary repair to limit or prevent damage or if at similar expense a permanent repair, in respect of the cover provided.

What is not covered

This is not a maintenance policy and does not cover routine maintenance in **your home**. 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 on pages 6-11 of this booklet.

Definitions

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

Administrator

This scheme of insurance is arranged and administered by Cavere Limited, registered number 06741789. Cavere Limited are the appointed agent of the underwriter for the purposes of administering premium collections and issuing premium refunds under this policy. Premiums are collected by Cavere Limited under a risk transfer agreement from the insurer. Cavere Limited is authorised and regulated by the Financial Conduct Authority, FRN 517325. Please note that all correspondence relating to this policy should be addressed to: Cavere Limited, Unit 2 Horizon Court, Audax Close, Clifton Moor, York, YO30 4RB. Telephone: 01904 476096 Email: policies@cavere.co.uk

Approved engineer / engineer

Means a qualified person approved and instructed by the **helpline** to undertake **emergency** work.

Assistance

Means the reasonable efforts made by the **engineer** during a visit to the **home** to complete a temporary repair to limit or prevent damage or if at similar expense, the cost of completing a permanent repair in respect of the cover provided.

Beyond economic repair

Means in the opinion of our approved engineer the cost of repair is more than the cost of replacing it.

Call out

Means a request for emergency assistance from you, even if the request is then cancelled by you.

Claim Limit

The number of **call outs** provided under **your** policy during the **period of cover** shall not exceed three. The maximum claim limit is shown on your policy schedule and is inclusive of **call out** charges, labour, parts and materials.

Commencement date

Means the start of the period of cover as shown in the your policy schedule;

Emergency

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

- i) Render the home unsafe or insecure; or
- ii) Damage or cause further damage to the home; or
- iii) Cause personal risk to you.

Excess

The first part of any claim which you must pay.

Helpline

Means the telephone number you should call to make a claim in respect of Home Emergency.

Home Emergency Assistance Helpline 0161 393 9900

Home

A single occupancy domestic dwelling at the address shown in **your policy schedule**, together with integral or attached garages used for domestic purposes. Not including any outbuildings or detached garages.

Period of cover

The period shown in your policy schedule between the start date and end date.

Primary heating system

The principal domestic central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators, but excluding any form of solar heating system and non-domestic central boiler or source.

Schedule

Means the document sent to **you** confirming the **commencement date**, details of the insured and the **home** that is the subject of cover.

Unoccupied

Means where no one has resided in the **home** for a period exceeding 30 consecutive days.

We, us, our, insurer

Financial & Legal Insurance Company Limited.

You, your, insured

Means the person(s) residing in the home.

Cover Provided

This policy provides cover under the following headings as a result of an **emergency** occurring at the **home**. Your cover is limited to the **claim limit**.

The amount **we** will pay in respect of any one claim shall not exceed the **claim limit** including **call out** charges, labour and materials.

1 Plumbing & Drainage

What's covered	What's not covered
We'll assist you to stop the emergency which has arisen from the sudden and unexpected failure of, or damage to, the plumbing or drainage system within the home which has or may result in internal water leakage, flooding or water damage to the home .	We won't cover costs which exceed the claim limit.
	We won't cover general maintenance including but not limited to dripping taps.
	We won't cover the costs of repairs to the underground water supply or drainage supply except where within your home.
	We also won't pay claims if your home has been left unoccupied.
	We won't cover leaks from any household appliances, sink, shower or bath where the leakage only occurs when the appliance is in use.
	We won't cover cracked or broken toilets or cisterns.
	We won't cover cesspits or septic tanks.
	We also won't cover plumbing and filtration systems for swimming pools or spa baths.
	We won't cover any incident caused by an inherent defect in the plumbing or draining.
	We won't cover failure to one toilet where there is another working toilet in the home .
	Finally, we won't cover any system, equipment or facility which has not been properly installed.

2 Electricity Supply

What's covered	What's not covered
We'll assist you to restore the electricity supply to the home following an emergency arising from the sudden and unexpected failure of the electricity system in the home.	We won't cover the failure of any electrical wiring that is not permanent (e.g. fairy lights).
	We won't cover any claim involving the restoration of electricity where the fault occurs prior to the consumer unit of the home .
	We won't cover wires/cabling situated outside the home (e.g. wiring to satellite dishes, aerials etc).
	We also won't cover claims where in the opinion of our approved engineer the electrical system would fail to meet minimum electrical safety standards.
	We won't cover any system, equipment or facility which has not been properly installed.
	We won't cover the electricity supply to security systems, CCTV etc.
	Finally we won't cover loss or damage arising from the interruption or disconnection of the main electricity supply to the home , however caused, or the failure of the main electricity supply.

3 Roofing

What's covered	What's not covered
We'll pay claims for damage to the roof of your home due to bad weather conditions or falling trees or branches which causes ingress of water.	We won't cover flat roofs and gutters. We also won't cover homes covered under a management agreement. Finally we won't cover homes greater than three storeys.

4 Primary Heating System

What's covered	What's not covered
Cover for the Primary Heating System is only applicable if shown as being included on your policy schedule .	We won't cover gas leaks.
	We won't cover oil contamination resulting from a leak from an oil powered boiler.
We'll assist you to restore heating and/or hot water to your home following an emergency arising from the sudden and unexpected complete failure of the primary heating system.	We won't cover boilers which are more than 15 years old with the exception of oil boilers which can be covered up to 30 years old;
Applicable to all boiler types: Where a boiler is deemed to be beyond	We won't cover boilers with an output of 60kW or more.
economical repair our liability will not exceed: - £500 where the boiler / appliance is up to 5 years old; or	We also wont cover faults which in the opinion of an approved engineer are as a result of the boiler not being serviced within the last 12 months.
- £250 where the boiler / appliance is greater than 5 years old but less than 15 years old	We won't cover lighting of boilers or the correct operation or routine adjustment of time or
We will not re-attend to the boiler until you have confirmed it has been replaced.	temperature controls. We won't cover clearing airlocks or bleeding
Applicable to oil powered boilers only: For oil boilers over 15 years old the cover limit is restricted to 2 call outs only in any one period of cover.	radiators.
	We won't cover any repair or replacement which requires the removal of asbestos in order to complete the repair.
The benefit will be limited to £250 for the first call out , and up to £190 for the second call out .	We also won't provide cover where your home has been left unoccupied.
There is no cover provided for oil boilers deemed to be beyond economical repair where the boiler is over 15 years old.	We won't cover fuel tanks and associated pipe work.
	We won't cover any system, equipment or facility which has not been properly installed.
	We won't cover descaling or any work arising from hard water scale deposits, including desludging and the effects of aggressive water and clearing of airlocks.
	We also won't provide cover for replacement water tanks or hot water cylinders.
	We won't cover repair or replacement of any loss or damage if in the opinion of the approved engineer the boiler is beyond economical repair.
	Finally we won't cover loss of hot water where there is an alternative means of heating water, i.e immersion heater.

5 Security

What's covered	What's not covered
We'll assist you to make the home secure following an emergency arising from the sudden and unexpected failure of or damage to external locks fitted to doors and windows where the failure or damage is such so as to render the	We won't provide cover if your home is unoccupied.
	We won't cover damage that is as a result of theft or attempted theft.
home unsafe or insecure.	We won't cover failure of the home security system.
	We also wont cover loss or damage to the keys to the home.
	We won't cover replacement of defective locks unless there is no way of making the home secure overnight.
	Finally we won't cover replacement glazing unless the contractor has the appropriate glazing available at the time of the visit.

6 Lost Key / Lock Out

What's covered	What's not covered
We'll assist you to gain entry to the home arising from the loss of keys to the home, failure of a lock or snapping of a key where you have no other means of entry to the home.	We won't cover the loss or theft of keys which require the locks to be changed.
	We won't cover the failure of a lock due to attempted forcible entry to the home .
	We won't provide cover if your home is unoccupied.
	We also won't cover replacement glazing unless the contractor has the appropriate glazing available at the time of the visit.
	Finally we won't cover any damage caused by the approved engineer gaining access to the home , or replacement of locks and/or keys following a lock out or lost keys.

7 Cooker / Oven

What's covered	What's not covered
We'll assist you to restore a means of heating and preparing food within the home following an emergency arising from the sudden, unexpected and complete failure of the permanently installed cooking system.	We won't cover claims costs in excess of £250. We also won't cover claims if an alternative means of heating / preparing food is available.

8 Pest Control

What's covered	What's not covered
We'll assist you to remove or exterminate wasp, hornet, rat and mice infestation in the home.	We won't provide cover if your home has been left unoccupied .
Failure by you to carry out any recommendations	We won't cover outbuildings.
made by the pest contractor on pest prevention and hygiene measures will invalidate this policy.	We won't provide cover if you fail to follow previous guidance given by an approved engineer or the helpline.
	We also won't cover damage to the structure, masonry, fixtures and fittings or any cleaning caused by pests directly or indirectly.
	We won't cover pests kept as domestic pets or for commercial purposes.
	We won't cover boring insects or woodworm.
	Finally we won't provide cover where there is no risk to health.

9 Gas Supply

What's covered	What's not covered
We'll assist you to restore the gas supply following a sudden and unexpected failure of the internal gas supply from the meter to the gas	We won't cover any claim in relation to the interruption, failure or disconnection of the mains gas supply.
appliance. If you suffer a leak to your gas supply pipe you should immediately call the National Gas Emergency Service on 0800 111 999.	We won't cover any claim relating to your failure to purchase or provide sufficient gas or the none payment of your energy account.
Once they have attended and isolated the leak you should then call the Home Emergency claims helpline on 0161 393 9900.	We also won't cover any claim relating to partial failure of the internal domestic gas supply. Finally we won't cover any claim relating to failure of the mains supply.

10 Water Supply

What's covered	What's not covered
We'll assist you to restore the water supply following a sudden and unexpected leakage, collapse or blockage of the mains water supply pipe connecting to the main stopcock in your home to the point where it is connected to the public or shared water supply pipe within the boundary of your home provided you have sole responsibility for this.	We won't cover water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering or other external property.
	We won't cover damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect.
If you suffer a leak to your water supply pipe you should contact your local water authority immediately.	We won't cover damage caused by external means, including those caused by failure or
Once they have attended and isolated the leak you should then call the Home Emergency	disconnection of water supplies, plants or tree roots etc.
claims helpline on 0161 393 9900.	We also won't repair or replace soakaways, cesspits, treatment plants and their overflow pipes.
	If the approved engineer has to dig within the boundary of your home , they will fill in and leave the ground level but will not replace the original surface, fittings or construction.
	We won't cover any fixtures where replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
	We won't cover the fabric of your home and any fixtures, fittings or other items of equipment, not directly causing or damaged by the emergency .
	We won't cover shared pipework or any frozen pipes that have not resulted in confirmed damage.
	Finally we wont cover any repair to domestic appliances that are leaking water, other than from external fixed pipe work.

How to arrange emergency assistance

- 1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks.
- 2. Before requesting **emergency assistance**, check that the circumstances are covered by **your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **your home**.
- 3. If your emergency is boiler related you should have your boiler make and model and service details ready when you contact the helpline. Remember you must produce evidence to our approved engineer that the boiler has been serviced to the manufacturers specifications within the last 12 months for primary heating system cover to apply. Primary heating system cover must also be shown as included on your policy schedule.
- 4. Telephone the helpline within 12 hours of the **emergency** occurring and provide details of the assistance required. All requests for **emergency assistance** must be made through the helpline. Do not make any arrangements yourself without prior authorisation from the helpline, if you do **we** will not reimburse any costs **you** may incur. All calls are recorded.
- 5. The helpline will appoint an **approved engineer** to attend **your home**, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the **home** or otherwise making the provision of **emergency assistance** impossible. The helpline and the **approved engineer** will have reasonable discretion as to when and how work is undertaken and this will be based on the details provided by **you**.
- 6. The **approved engineer** will charge all costs covered by the insurance directly to **us**. **You** will be asked to pay the cost of:
 - The policy excess shown on your policy schedule;
 - Call-out charges if there is no-one at home when the engineer arrives
 - Work in excess of the **claim limit**
 - Fitting replacement parts or components of a superior specification than the original at **your** request.

Pay on use

Should an **emergency** arise that is not included under this Home Emergency cover, where possible, **we** 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 non genuine 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 our liability will be limited to a temporary repair to make the emergency safe.

Applicable Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the insureds habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

General Exclusions

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

- 1. Any incident which occurs during the first 14 days following the start date of your cover.
- 2. Repairs and servicing (where applicable) on systems where spare parts are no longer available.
- 3. Any system, equipment or facility which has not been properly installed.
- 4. Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty.
- 5. Replacement of or adjustment to any decorative or cosmetic part of any equipment.
- 6. Circumstances known to you prior to the commencement date of your policy.
- 7. Claims arising after the home has been left unoccupied.
- 8. Consequential loss of any kind and any wilful or negligent act or omission by you or any third party.
- 9. Events where on attendance it becomes clear that the call out is not an emergency.
- 10. More than one claim arising from the same cause.
- 11. Homes situated outside the United Kingdom and the Isle of Man.
- 12. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.
- 13. Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to affect an **emergency** repair.
- 14. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 15. Loss or damage to any **home**, or any resulting loss or expense or any consequential loss or any legal liability directly or indirectly caused by, contributed to, by, or arising from:
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

Conditions

- 1. The rights given under this policy cannot be transferred to anyone else.
- 2. You must give reasonable access to enable appropriate treatments to be carried out and follow advice from the **engineer** and or helpline in removing furniture if this is deemed necessary.
- 3. We may cancel this insurance cover immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this policy.
- 4. To improve the quality of **our** service, all calls are recorded.
- 5. You must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- 6. You must produce evidence to the attending **engineer** that the boiler has been serviced in line with the manufacturer's instructions within the last 12 months for primary heating cover to apply (where chosen).
- 7. We may take proceedings in your name at our expense to recover any sums paid under this insurance from a third party should the **emergency** be as a result of an incorrect or failed previous repair.
- 8. You must ensure buildings insurance cover is in place during the period of cover.

From time to time for commercial reasons the **administrator** may decide to change its chosen insurers. Any such change may take place at any time by the **administrator** cancelling the policy and transferring the insurance cover to a new insurer. The **administrator** will contact **you** not less than 21 days before **your** current insurance expires with details of the new proposed insurers and terms on which cover may be provided by the new insurer. Accordingly, in order to ensure continuity of **your** insurance **you** authorise the **administrator** to cancel **your** existing insurance and transfer **your** data to any new proposed insurer to provide **you** with the replacement cover. When contacting **you** with details of the new insurer and its offer of insurance for **your** consideration the **administrator** will explain how **you** may revoke this authority and provide details of how **you** may cancel this policy, if **you** do not wish to continue **your** policy with the new insurer.

How to cancel your policy

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, please write to the administrator, Cavere Limited at Unit 2, Horizon Court, Audax Close, Clifton Moor, York, YO30 4RB, or telephone 01904 476096 or email policies@ cavere.co.uk within 14 days of issue and we will refund any premium paid. Thereafter you may cancel the insurance cover at any time by writing to the administrator however no refund of premium will be payable. The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance cover by sending 30 days notice to you at your last known address. Provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period.

Making yourself heard

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible. If **your** complaint relates to the sale of **your** policy then please contact the person who arranged the policy for **you**. If **your** complaint relates to a claim then please call the claims advice **helpline** number shown on **your schedule**. If **your** complaint relates to **your** policy itself please contact Cavere Limited on the number shown on **your schedule**.

If you have an unresolved issue you can write to:

Customer Service Department Financial & Legal Insurance Company Limited No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW

Financial Ombudsman Service

If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). **You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the following address, however, they will only consider your complaint once you have tried to resolve it with us:

Financial Ombudsman Service Exchange Tower London E14 9SR

For further information see www.financial-ombudsman.org.uk Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

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

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575. This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at http://financialandlegal.co.uk or request a copy by emailing **us** at info@financial&legal.co.uk

Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

For Policy claims please call 0161 393 9900 For Policy queries please call 01904 476096

Cavere Limited is authorised and regulated by the Financial Conduct Authority and acts as an insurance intermediary in relation to Cavere Home Emergency cover.

Cavere Limited Registered Number: 06741789 FCA Number: 517325

Office Address Unit 2, Horizon Court, Audax Close Clifton Moor, York, YO30 4RB

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Email: policies@cavere.co.uk Website: www.cavereinsurance.co.uk Cavere Home Emergency is underwritten by Financial & Legal Insurance Company Limited. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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