

# ALPS HOME EMERGENCY POLICY

## WELCOME

Thank you for taking out a policy with Europ Assistance and choosing Us for Your Home Emergency Insurance

As long as You have paid the premium, Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during any Period of Insurance set out in the schedule
- within the Geographical Limits

We will use the details that You have given Us to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. You should read all of these 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 items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include 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 an Emergency in Your Home arising from an incident covered under the policy. We will arrange for one of Our Authorised Contractors 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

**We/Us/Our:** Europ Assistance Holdings Limited

**You/Your:** The person named on the Policy Schedule and members of their household normally living with them.

**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

**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

**Emergency Repair:** 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

**Permanent Repair:** A repair or other work necessary to put right the damage caused to Your Home by the Emergency

**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).

**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

**Period of Insurance:** The period between the start date and end date as shown in Your policy schedule

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

## YOUR COVER

What is Covered	What is Not Covered
An event which we consider to be an Emergency to Your Home by the following Causes:	<ul style="list-style-type: none"> <li>An Emergency which happens before the cover starts or within 28 days of the first inception of this insurance</li> </ul>
Bursting or sudden leakage of water pipes within Your Home or failure of Your domestic hot water heating	<ul style="list-style-type: none"> <li>dripping taps</li> <li>burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.</li> <li>slow seepage from joints or gaskets which does not involve a sudden escape of water.</li> <li>leaking overflows</li> <li>the results of hard water scaling deposits</li> <li>breakage of any basin, bath, bidet or shower base</li> </ul>
Failure of or damage to underground drains or sewers	<ul style="list-style-type: none"> <li>blockage of soil or waste pipes from sinks, basins, bidets, baths or showers</li> <li>the results of hard water scaling deposits</li> <li>malfunctioning or blockage of cesspits or septic tanks and their associated pipe work</li> </ul>
Failure of Your Main Services for which You are legally responsible	<ul style="list-style-type: none"> <li>loss or damage arising from the utility company interrupting or deliberately disconnecting the Main Services or any equipment they are responsible for</li> </ul>
Complete failure of Your central heating system involving a boiler or warm air unit	<ul style="list-style-type: none"> <li>replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.</li> <li>any costs for work recommended as being undertaken following a service of Your boiler or warm air unit</li> <li>any intermittent or reoccurring fault.</li> <li>any water pressure adjustments or failure caused through hard water scale or sludge.</li> <li>gas leaks from any pipes or appliances</li> <li>any re-lighting of the pilot light caused by failure to follow the manufacturers re-lighting instructions.</li> <li>any boiler or system noise</li> <li>any radiator valves</li> <li>any airlocks in the central heating piping</li> <li>any costs relating to the repair or replacement of the central heating pump or wall or room thermostat</li> <li>the results of hard water scaling deposits</li> <li>which is over 10 years old and has an output more than 60kw per hour capacity</li> </ul>
Damage to, or mechanical failure of, the only accessible toilet or cistern in Your Home which results in complete loss of function.	<ul style="list-style-type: none"> <li>Any claim where there is another working toilet within Your Home</li> <li>breakdown of, loss of or damage to Saniflow toilets</li> </ul>
Removal of wasp nests, field or house mice or brown rats within Your Home	<ul style="list-style-type: none"> <li>any infestations or pests in gardens, or outbuildings</li> <li>any damage caused by the pests or infestations or by their removal</li> </ul>
Break-in or vandalism compromising the security of your Home	<ul style="list-style-type: none"> <li>breakage of internal glass or doors</li> <li>Any loss not reported to the Police</li> </ul>
Missing or repositioned roof tiles	<ul style="list-style-type: none"> <li>flat or Tarpaulin Roofs</li> <li>blocked or misaligned guttering</li> </ul>

## EXTENSIONS TO YOUR POLICY

What is Covered	What is Not Covered
<p><b>Lost Keys</b> We will appoint an Approved Contractor to assist You if You lose or damage the only available key to Your Home or if You are unable to gain access to Your Home due to failure or damage to the external locking mechanism</p>	<ul style="list-style-type: none"> <li>Any theft of keys, vandalism or malicious damage not reported to the police</li> </ul>
<p><b>Alternative Accommodation</b> Where Your Home is rendered not fit to live in as a result of an Emergency covered by this policy, if You ask Us We will arrange and pay up to a total of £100 for reasonable overnight accommodation only costs, incurred by You</p>	<ul style="list-style-type: none"> <li>Food, transport or any costs beyond accommodation costs</li> </ul>

## HOW WE SETTLE A CLAIM

We will arrange for an Approved Contractor to assess the situation and carry out Emergency Repairs to Your Home to stabilise the situation and remove the Emergency or restore the normal operation of the boiler or warm air unit

Where the cost of a Permanent Repair is similar to the cost of an Emergency Repair We may, at Our sole discretion, authorise Our Approved Contractor to undertake a Permanent Repair to Your Home

We will pay up to a maximum of **£500.00** for any claim including VAT, call-out charges, labour, parts and materials

Whilst We will make every effort to make sure that We supply You with the full range of services in all Emergencies covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent Us from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that We will pay during any Period of Insurance is **£1200.00** including VAT

## WHAT TO DO IF YOU NEED TO MAKE A CLAIM

When You become aware of a possible claim under this policy, You must notify Us immediately by telephone on

**0800 358 2894.**

We will then advise You how to protect yourself and Your Home

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to You or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services

## **SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999**

## POLICY CONDITIONS

- 1 You are expected to provide complete and accurate information when You take out Your insurance policy, throughout the lifetime of the policy and when You renew Your insurance. If You are unsure about disclosing any information please contact Us for guidance. Failure to disclose any information or inaccuracies in the information given could invalidate Your insurance cover and mean that part or all of Your claim may not be paid.
- 2 You must take all reasonable steps to protect Your Home and prevent loss and damage and to maintain Your Home in sound condition and good repair.
- 3 All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and You should keep all service documentation in case it is needed when You make a claim
- 4 If a claim is fraudulent in any respect all benefit under this Policy will be forfeited
- 5 We will insure You under this policy only if You keep to the terms and conditions of this policy
- 6 We may take proceedings at Our expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this policy
- 7 When You become aware of a possible claim under this policy, You must notify Us immediately. If for any reason We allow You to use Your own Appointed Contractor, You should obtain an estimate for the work and contact Us for authorisation to continue with the repair. You must then at Your own expense supply Us with a written statement and other supporting documentation that We may require to substantiate Your claim as soon as is reasonably possible.
- 8 Where We have accepted a claim but there is a disagreement over the amount We will pay the dispute will be referred to an arbitrator. You and We must agree on the arbitrator in accordance with the law in force at that time. When this happens You must wait for the arbitrator's decision before You can take any legal action against Us
- 9 You and We are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply
- 10 You must promptly pay Us or the Approved Contractor for all work authorised by You which is not covered under this insurance policy
- 11 If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, You must provide Us with full details of the other contract. We will not pay more than Our fair share (rateable proportion) of any claim.

## POLICY EXCLUSIONS

You are not covered for:

- 1 Any loss or damage arising from circumstances that You were aware of at the time You entered into this contract
- 2 Any costs incurred when You have not notified Us and received Our prior agreement
- 3 Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement
- 4 Damage incurred in gaining necessary access or the cost of effecting Permanent Repairs once the Emergency has been resolved, including any redecoration or making good the fabric of the Home
- 5 Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards
- 6 Any claim when the Home has been left Unoccupied for 30 consecutive days or more
- 7 Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains

- 8 any loss or damage arising as a consequence of:
  - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion
  - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9 Any loss, injury, damage or legal liability arising directly or indirectly from:
  - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date
  - b) computer viruses
- 10 Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on Our part can be demonstrated. An example of this would be loss of wages as a result of an emergency.
- 11 Costs associated with another any other property, home contents or communal/shared areas of Your Home.
- 12 Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
- 13 Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by Our Authorised Contractor to ensure that the original fault has received a Permanent Repair.
- 14 Any claim where no fault is found.
- 15 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.

## CUSTOMER SATISFACTION

**Our Promise of Service:** We aim to provide a first class service at all times. However, if You have a complaint You should contact Us in the first instance at:

Quality Department, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.  
Alternatively telephone Us on 0844 338 5799 or email Us on: [quality@europ-assistance.co.uk](mailto:quality@europ-assistance.co.uk)

We will aim to provide You with a full response within 42 days of the date We receive Your complaint. Our decision is final and based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case.

## CANCELLATION & RENEWAL PROVISIONS

**Your rights to cancel** 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 later. We will refund to You any premium You have paid and will recover from You any payments We have made.

**Cancellation by You** 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.

## 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.

The insurance is administered by Auto Legal Protection Services Limited (ALPS)

Auto Legal Protection Services Limited (ALPS) details are Registered Number. 3676991 and Registered Address The Post House, Mill Street, Congleton, CW12 1AB. Auto Legal Protection Services Limited (ALPS) is Authorised and Regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme. Authorised and Regulated by the Financial Services Authority Register Number 300906.

## 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](http://www.fscs.org.uk) website.