



## Home Emergency Insurance Policy Wording

### INTRODUCTION

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

This policy is evidence of a contract of insurance and will only become effective when We have received payment in full. The Insurer will indemnify the Insured Person subject to the terms, conditions, clauses and exclusions of this policy during the Period of Cover within the United Kingdom.

**Emergency Assistance and claims are administered by Preferred Management Solutions, 5 Blue Sky Way, Monkton Business Park South, Hebburn, NE31 2EQ**

**IN THE EVENT OF AN EMERGENCY OR FOR ASSISTANCE TELEPHONE 0800 330 8593**

### DEFINITIONS

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

Approved Engineer / Engineer	means a suitably 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 reasonable 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	Standard Cover Level – Maximum of 3 claims per policy with a limit of £500 (including VAT) per claim including Call Out charges, labour, parts, materials and, where applicable, the cost of alternative accommodation.  Plus Cover Level – Unlimited Claims with a limit of £1,000 (including VAT) per claim including Call Out charges, labour, parts, materials and, where applicable, the cost of alternative accommodation.
Commencement Date	means the start of the Period of Cover as shown in the 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

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Helpline	means the claims number specified on Your policy Schedule by You or a person calling on Your behalf at the time of the incident. Helpline 0800 330 8593
Home	A single occupancy domestic dwelling at the address shown in the Schedule, together with integral or attached garages used for domestic purposes
Level of Cover	means either the Standard Cover or Plus Level Cover. Standard Cover covers levels 1-9 of the 'Cover Provided' section of this policy. Plus Level Cover covers levels 1-11 of the 'Cover Provided' section of this policy.
Period of Cover	means the period shown in the Schedule between the start date and end date
Primary Heating System	means 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 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	Acasta European Insurance Company Limited
You / Your / Insured	means the person(s) residing in the Home

## 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.

There are two levels of cover available for Home Emergency Insurance – please check your Policy Schedule for confirmation of which level you have purchased.

## 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.



## **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 number of claims and amount specified under 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 and Drainage**

We will 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 do not cover:

- Costs which exceed the Claim Limit;
- General maintenance including but not limited to dripping taps;
- The costs of repairs to the underground water supply or drainage facilities except where within Your Home;
- Where Your Home has been left Unoccupied;
- Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliances is in use;
- Cracked or broken toilets or cistern;
- Cesspits, septic tanks plumbing and filtration system for swimming pools or spa baths;

### **2. Electricity Supply**

We will assist You to restore the electricity system to the Home following an Emergency arising from the sudden, unexpected and complete failure of the electricity system in the Home.

We do not cover:

- The failure of any electrical wiring that is not permanent (e.g. fairy lights);
- Any fault in supply prior to the consumer box;
- Wire / cabling situated outside of the Home (e.g. wiring to satellite dishes, aerials etc)

Where in the opinion of Our Approved Engineer the electrical system would fail to meet minimum electrical safety standards.

### **3. Security**

We will 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 Home unsafe or insecure.

We do not cover:

- Where Your Home is Unoccupied;
- Damage as a result of theft or attempted theft;



- Failure of the Home security system;
- Loss or damage to the keys to the Home.

#### **4. Roofing**

Damage to the roof of Your Home due to bad weather conditions or falling trees or branches.

We do not cover:

- Flat roofs and gutters;
- A Home covered under a management agreement;
- A Home greater than three stories

#### **5. Alternative Accommodation**

Where Your Home is declared unsafe We will provide a contribution of up to £250 towards hotel (room cost only) for up to 48 hours.

#### **6. Cooker / Oven**

We will 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 do not cover:

- Claim costs in excess of £250.
- Emergencies where an alternative means of heating / preparing food is available;

#### **7. Water Supply**

We will assist You to restore the water supply following a sudden unexpected leakage, collapse or blockage of the mains water supply pipe connecting the main stopcock in Your Home to the point where it is connected to the public or shared water supply pipe within the boundary of Your Home provided You have sole responsibility for this.

We do not cover:

- a. 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;
- b. Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect;
- c. Damage caused by external means, including those caused by failure or disconnection of water supplies, plants or tree roots etc;
- d. Repairing or replacing soakaways, cesspits, treatment plants and their overflow pipes;
- e. If the authorised Engineer has to dig within the boundary of Your Home, they will fill in and leave ground level but will not replace the original surface, fittings or construction;
- f. Any fixtures where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines;
- g. The fabric of Your Home and any fixtures, fitting or other item of equipment, not directly causing or damaged



- by the Emergency;
- h. Shared pipe work or any frozen pipes that have not resulted in confirmed damage.

## 8. Gas Supply

We will assist You to restore the gas supply following a sudden and unexpected failure of the internal gas supply from the meter to the gas appliance.

We do not cover:

- a. Any claim relating to the interruption, failure or disconnection of the mains gas supply;
- b. Any claims relating to Your failure to purchase or provide sufficient gas or the non-payment of Your energy account;
- c. Any claim relating to partial failure of the internal domestic gas supply;
- d. Any claim relating to the failure of the mains supply.
- e. Any claim relating to re-ignition or malfunction of your boiler (see 10. Primary Heating System).

## 9. Pest Infestation

We will remove and control the pest infestation. Pests are defined as brown or black rats, house or field mice in the main dwelling of Your property (including an attached garage or outbuilding) and wasps or hornets nests in the main dwelling of Your property or garden.

We do not cover:

- a. Pests outside the main dwelling e.g in detached garages;
- b. Any pest infestation where You have not taken reasonable hygiene measures to prevent infestation or where recommendations have previously been made by Us;
- c. Any contamination where You are not able to confirm the type of pest concerned;
- d. Any damage caused by pests.

## 10. Primary Heating System (Plus Cover Only)

We will 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.

Where a boiler is deemed beyond economical repair We will replace the boiler if it is 5 years old or less at the time of the claim. If the cost of the boiler is over the claim limit of the policy (£1,000) then We will make a payment to you of £1,000.00 instead. If the boiler is over five years old at the time of the claim We will contribute £200 towards the cost of a replacement. We will not re-attend to the boiler until You have confirmed it has been replaced.

## 11. Annual Gas Boiler Service (Plus Cover Only)

See 'Annual Gas Boiler Service Summary' section of the Policy Wording for full description.

We do not cover:



- Gas leaks;
  - Oil contamination resulting from a leak from an oil powered boiler;
  - A boiler which is more than 10 years old;
  - A boiler fitted within a Home with more than 15 rooms serviced by the boiler;
  - Faults which, in the opinion of an approved Engineer, are as a result of the boiler not being serviced within the last 12 months;
  - Lighting of boilers or the correct operation or routine adjustment of time or temperature controls;
  - Clearing airlocks or bleeding radiators;
  - Any repair or replacement which requires the removal of asbestos in order to complete the repair;
  - Where Your Home has been left Unoccupied;
  - Internet connected heating controls;
  - Fuel tanks and associated pipe work.
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 and You have the Gold Cover 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 twelve months for Primary Heating System cover to apply.
  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 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:
    - a. Call-out charges if there is no-one at the Home when the Engineer arrives;
    - b. work in excess of the Claim Limit;
    - c. fitting replacement parts or components of a superior specification to the original at Your request.
  7. Pay on use - Should an Emergency arise that is not included under 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.

#### **ANNUAL GAS BOILER SERVICE SUMMARY (Plus Cover Only)**

The service provided is NOT an insurance contract or maintenance contract but an agreement between You and Us for the provision of a service contract. This is a service for an annual gas boiler service and operational safety inspection.

We will arrange for a boiler Engineer to complete a service and operational safety inspection on a date agreed by You. The

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service and operational safety check will include a full strip down service of Your gas boiler and flue gas analysis. The boiler service provider will contact You at Your Home address within 30 days of taking out this service.

You will be provided with confirmation of the first date You can request the service and contact information. You may book an appointment up to three months in advance. Appointment time slots are between 8am and 1pm or 1pm and 6pm and are subject to workforce availability and circumstances preventing access to the Home such as adverse weather or failure of the public transport system.

You must provide Us with reasonable access to Your central heating system (including the removal of furniture if deemed necessary) to allow Us to carry out these checks.

### **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.

### **EXCLUSIONS**

We shall not be liable for:

- Any claim arising within 30 days of inception of the policy;
- Events where there is an inherent defect in the plumbing, drainage or electrical supply causing the incident;
- Failure to one toilet where there is another working toilet within the Home;
- Claims involving the restoration of electricity where the fault occurs prior to the consumer unit of the Home;
- Replacement glazing unless the contractor has the appropriate glazing available at the time of the initial visit;
- Replacement of defective locks unless there is no way of making the Home secure overnight;
- Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks; and replacement of water tanks or hot water cylinders;
- Replacement of radiators;
- Replacement or repairing any loss or damage if the boiler is in opinion of the Engineer is beyond economical repair;
- Loss of hot water where there is an alternative means of heating water i.e. Immersion heater;
- Repairs and servicing (where applicable) on systems where spare parts are no longer available;
- Any system, equipment or facility which has not been properly installed;
- Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty;
- Replacement of or adjustment to any decorative or cosmetic part of any equipment;
- The interruption or disconnection of utility services to the Home however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks;
- Any repair to domestic appliances that are leaking water, other than from external fixed pipe work;

### **GENERAL EXCLUSIONS**

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

- Circumstances known to You prior to the Commencement Date of Your policy;
- Claims arising after the Home has been left Unoccupied;
- Consequential loss of any kind and any wilful, deliberate or negligent act or omission by You or any third party;
- Events where on attendance it becomes clear that the Call Out is not an Emergency;
- More than one claim arising from the same cause;
- Homes with more than 15 rooms;
- Homes situated outside the United Kingdom
- Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
- 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;
- Any damage caused accidentally by the occupants of the Home or authorized visitors.
- 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.
- 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;
- 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, contribution to, by, or arising from:
  - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
- Electricity supply to security systems, CCTV surveillance;
- Pests kept as domestic pets or for commercial purposes.

#### **CONDITIONS**

- The rights given under this policy cannot be transferred to anyone else.
- 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.
- 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.
- To improve the quality of Our service, all calls are recorded.
- 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.
- You must produce evidence to the attending Engineer that the boiler has been serviced in-line with the manufacturer's instructions within the last twelve months for primary heating cover to apply.
- 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.
- You must maintain a buildings and content cover in force during the Period of Cover

#### **APPLICABLE LAW**

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This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured's 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.

### **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 return it to Acasta Europe Limited within 14 days of issue and We will refund Your premium. Thereafter You may cancel the insurance cover at any time by writing to the administrator however no refund of premium will be payable. If you have chosen to pay this policy in installments, any day after the 14 day cooling off period or where the boiler service has been completed prior to this date, any outstanding balances must be paid in full.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 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 A COMPLAINT**

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so We can try to put things right.

If You have cause for complaint it is important You know We are committed to providing You with an exceptional level of service and customer care.

In the event that You have cause to make a complaint, please contact the following:

Managing Director, Preferred Management Solutions, 5 Blue Sky Way, Monkton Business Park South, Hebburn, NE31 2EQ.

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if You are not satisfied You can take the issue further:

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Docklands, London E14 9SR, Tel: 0800 023 4567

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.

### **COMPENSATION SCHEME**

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they 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

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get more information about compensation scheme arrangements from the FSCS or visit <http://www.fscs.org.uk>

#### **DATA PROTECTION ACT 1998**

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.