



Commercial

Emergency Assistance

Policy

If You need to make a claim...

Emergency Claims Helpline Service

01384 884040

Operates 24 hours a day 365 days a year.

How to Arrange Assistance and Make a Claim

1. Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
2. The Claims Helpline Service will obtain a suitable Contractor.
3. The Claims Helpline Service and the Contractor will use their discretion as to when and how the Emergency Work is undertaken.
4. You must ensure that whilst the Contractor is at the Property an appropriate person to authorise any work is also present.
5. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
6. You will be asked to pay the cost of:-
 - a) call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
 - b) all charges in excess of the Claim Limits.
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

Maintenance of Your Property

It is very important to remember that Your Commercial Emergency Policy is not a service or maintenance policy and it is Your responsibility to ensure that You undertake regular general maintenance of the Property and regular servicing of appliances.

If You need to make a claim...

Capitalised Words

Capitalised words and phrases that appear in the wording below have a special significance. To aid Your understanding, these are set out within the full definitions in a separate section of this policy.

What is an Emergency?

For cover to apply under this policy, the situation that arises must fall within the definition of an Emergency.

For Your ease of reference, we repeat the definition of an Emergency below.

A sudden and unforeseen situation which if not dealt with quickly and without sensible intervention by You would:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause excessive discomfort, risk or difficulties for or to You.

Notification of Your claim

In the event of an Emergency occurring at Your Property, Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.

Where an Emergency arises under this policy, cover is conditional upon the grant of access to the Property by the Contractor within 24 hours of the notification of Your claim.

Thereafter, Your claim will not be considered to be an Emergency under this policy.

Validating Your Policy

Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and

any subsequent repairs are not covered by this insurance.

Material Damage Policies

This policy is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. It does not take the place of Your Material Damage Insurance. If the situation is not an Emergency likely to cause insecurity, excessive discomfort, risk or difficulties, You should telephone Your Buildings insurer direct for claims assistance and advice.

Maintenance of Your Property

It is a requirement of this policy that You maintain and service equipment in Your Property including boilers or any facility in accordance with the manufacturer's recommendations.

Defined words

in Your Policy

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

Business

The Business detailed in the Schedule.

Claim Limit(s)

The amount We will pay in respect of any one claim and during any one Period of Insurance as specified within the Schedule.

For Emergency Work the cost shall be limited to the call-out charges, the number of hour's labour (if applicable) as shown in the Schedule and parts and materials, subject to the maximum amount payable as shown in the Schedule.

Contractor

A qualified person approved and instructed by the Claims Helpline Service to undertake Emergency Work. (This may include a Local Authority in the case of Pest Infestation).

Emergency

A sudden and unforeseen situation which if not dealt with quickly and without sensible intervention by You would:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause excessive discomfort, risk or difficulties for or to You.

Emergency Work

Work undertaken by the Contractor to resolve an Emergency by completing a Temporary Resolution or Repair (or a Permanent Repair where this can be done at a similar cost) in respect of the occurrences covered by this insurance subject to the policy Claim Limits. In relation to Pests, this shall mean the removal or control thereof.

Helpline

The Claims Helpline Service is operated by LIMemergency.

Insured Person, You, Your

The person or company who has paid the premium and is named in the Schedule as the Insured Person.

Insurer

This insurance is arranged by Auto Legal Protection Services Ltd with UK General Insurance Ltd on behalf of Ageas Insurance Ltd, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Period of Insurance

The Period of Insurance shown in the Schedule.

Permanent Repair

Repairs or work required to permanently resolve the reason for the Emergency occurring.

Property

The commercial Property at the address of addresses specified within the Schedule that are self-contained and which You occupy solely for the purposes of the Business.

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Defined words

in Your Policy (continued)

Service

All attempts made by Us and the Contractor to rectify, repair, limit or prevent damage in respect of the items covered by this policy following an Emergency.

Temporary Resolution or Repair

A resolution or repair which will resolve an Emergency but will need to be replaced by a Permanent Repair.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

We, Us, Our

The Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fsa.gov.uk/pages/register or by contacting them on 0845 606 1234.

What this insurance covers...

Emergency Work where one or more of the following has occurred in the Property:-

Section 1 – Plumbing and Drainage

- 1) Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence.
- 2) Blocked toilet.
- 3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting.

Excluding:-

- 1) the replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage;
- 2) blocked toilets where this has been caused as a consequence of wilful misuse;
- 3) Saniflo systems or other macerator based systems;
- 4) all public sewers, drains and pipe work which are maintained by local utilities or service undertakings;
- 5) descaling and any work arising from hard water scale deposits;
- 6) dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units;
- 7) external overflows unless internal damage is a likely consequence or the leakage of water from swimming pool or hot tubs;
- 8) the repair of domestic appliances that are leaking water, other than from external fixed pipe work.

Section 2 – Internal Electricity, Gas and Water Supplies

- 1) Electricity failure of at least one complete circuit.
- 2) Gas leak.
- 3) Water supply system failure.

Excluding:-

- 1) repair work to or the cost of replacing lead pipework;
- 2) the interruption or disconnection of public services to the Property however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system;
- 3) external lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs;

- 4) electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration system for swimming pools and any leisure equipment;
- 5) descaling and any work arising from hard water scale deposits;
- 6) photovoltaic systems.

Section 3 – Security

- 1) External lock failure or damage;
 - 2) External door failure or shutter failure or damage;
 - 3) External window failure or damage;
- where the failure or damage is such as to render the Property insecure or You/Your customers are unable to gain access to the Property via the usual customer access.

Excluding:-

- 1) internal locks, doors, shutters, glass, external garages or outbuildings;
- 2) any damage caused by the Contractor in gaining access to the Property;
- 3) window locks;
- 4) doors subject to swelling.

General policy 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;
2. any claim which has not been accepted under this policy;
3. any system, equipment including boilers or facility which has not been properly installed, maintained, serviced or repaired in the last 12 months or, where longer, in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or has been tampered with, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
4. replacement or adjustment to any decorative or cosmetic part of any equipment;
5. garages, out-buildings, leisure equipment, cesspits, septic tanks or fuel tanks;
6. wilful act or omission or lack of maintenance or regular servicing or neglect by You;
7. claims in the 7 days immediately following Your first occupation of the Property, or claims in the 7 days immediately following Your reoccupation of the Property where there has been no authorised person residing for 30 consecutive days or more;
8. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
9. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy;
10. claims arising within the 48 hours from the date of commencement of this insurance unless You held equivalent insurance immediately prior to the commencement of this policy;
11. any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
12. (a) loss or damage to any Property, or any resulting loss or expense;
(b) any claims directly or indirectly caused by, or contributed to, by, or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
 - iii) pollution or contamination of any kind whatsoever;
13. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Resolution or Repair.

Conditions of Your policy

Claims

To ensure an accurate record Your telephone conversation may be tape recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise the Work will not be covered.

Provided that the Emergency Work 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 Property or otherwise making the provision of the Emergency Work 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 Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.

Please note that if You should engage the services of a contractor prior to making contact with the Claims Helpline Service any costs that You incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

Observance

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

Recovery of Costs

We may take proceedings at Our own expense in Your name to recover any sums paid under this insurance.

Fraudulent or Exaggerated Claims

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent or exaggerated.

Data Protection Act 1998

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Due Care

You must take due care to maintain the Property and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a Temporary Resolution or Repair has been carried out, the onus will be upon You to carry out repairs or work to permanently resolve the reason for the Emergency occurring. Should You fail to carry out the Permanent Repair a Contractor will not be appointed to undertake any further Emergency Work.

Conditions of Your policy (continued)

Cancellation

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 Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

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 the Policyholder at their last known address. In such circumstances, We will return the unexpired portion of the premium for the period of cover. You may cancel the cover at any time but will not be entitled to the return of any of the premium other than within the first 14 days following issue of the policy. We reserve the right to cancel Your policy based on evidence of Service abuse.

Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884040.

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

Law

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

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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:-

Insurance Division
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0845 080 1800
www.financial-ombudsman.org.uk

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

The Insurer detailed within the Schedule is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its 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