

BDELITE HOME EMERGENCY PLUS POLICY WORDING

Welcome to BDElite

Thank you for choosing BDElite Ltd. to provide your Home Emergency Plus Policy, which is underwritten by Royal and Sun Alliance plc. As a BDElite customer you now have insurance to protect you in relation to the Home Emergency sections set out in this Policy. A summary of the cover provided by this Policy is shown in your Insurance Product Information Document.

Emergency Claims Helpline Service 01204 567 499

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, **Your** policy number 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 work with **You** to complete the **Emergency Work** at a time that is convenient for **You**.
4. **You** must ensure that whilst the **Contractor** is at the **Property** a person, duly authorised by **You** to approve the undertaking of 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 in the agreed period or where no cover is operative under this policy.
 - b) all charges in excess of the **Claim Limit(s)**.
 - c) any additional costs incurred at **Your** request in fitting replacement parts or components of a superior specification to the original.
7. **You** must notify the **Claims Helpline Service** within 48 hours of first discovering the emergency, unless **You** can demonstrate to **Us** that significant circumstances prevented **You** from notifying **Us**. Failure to do either of the above will result in **Your** claim being declined.

The meaning of Words in this Policy

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

Agent

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

Certificate of Insurance

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

Claims Helpline Service

The Helpline which is operated by LIMemergency, part of Legal Insurance Management Limited, the **Coverholder**.

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

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).

Coverholder

The policy is administered on behalf of the **Insurer** by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

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 Limit(s)**. In relation to Pests, this shall mean the removal or control thereof.

Excess

The first amount of each and every claim as detailed on the **Certificate of Insurance**.

Insured Areas

As set out in each section under **What this insurance covers** and specifically:

- i. Pest Infestation – Any room inside of the **Property** including any outbuildings to which **You** have direct access without stepping outside of the **Property**.

Insured Person, You, Your

The person or company who has paid the premium and is named in the **Certificate of Insurance** as the **Insured Person**.

Insurer

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc. (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Period of Insurance

The **Period of Insurance** shown in the **Certificate of Insurance**.

Permanent Repair

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

Property

Your principal private dwelling residence having no more than 20 rooms and owned by **You**.

Ring-Fence

Where credit or debit card details will need to be left and funds temporarily held in the event that a claim cannot be validated or is not covered by this insurance. If a claim is not valid, funds will be processed.

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.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Uneconomical

Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.

We, Us, Our

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

What you need to know about your Policy

What is an Emergency?

For cover to apply under this policy, the situation that arises must fall within the definition of an emergency under each respective section of cover in the policy.

For **Your** ease of reference, where **We** outline an emergency under each section of cover, this will be highlighted in *Italics*.

Notification of Your claim

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.

Claims must be reported to the **Claims Helpline Service** within 48 hours of discovering the emergency, unless **You** can demonstrate to **Us** that significant circumstances prevented **You** from notifying **Us**.

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, **We** may **Ring-Fence** funds, meaning that **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.

Household Buildings and/or Contents Policies

This insurance is not a household buildings and/or contents policy. It complements **Your** household insurance policies, providing benefits and services which are not normally available under such policies. This policy is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. If the situation is not covered under **What this insurance covers**, **You** should telephone **Your** buildings and/or contents insurer direct for claims assistance and advice.

Maintenance of Your Property

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

Co-operation

You shall at all times co-operate with **Us** and give to **Us** and/or the **Contractor**, evidence and documents as requested to support **Your** claim, at **Your** own expense.

What this insurance covers

Section 1 – Plumbing and Drainage

Emergency Work following damage to or failure of the plumbing and drainage system which:-

- a) means that internal flooding or water damage is a likely consequence and **You** anticipate that **You** will not be able to contain the leak (providing **You** with enough time to make a repair); or*
- b) means that **You** do not have access to a toilet within **Your Property**; or*
- c) causes external drains within the boundary of the **Property** to be blocked where this can be resolved by jetting.*

Excluding:-

- 1) the replacement of water tanks, cylinders and central heating radiators, external WC's, external pipes and taps;
- 2) overflows not causing internal water damage;
- 3) blocked toilets where this has been caused as a consequence of wilful misuse or the internal workings of the flush;
- 4) Saniflo systems or other macerator based systems;
- 5) all public sewers, drains and pipe work which are maintained by local utilities or service undertakings;
- 6) descaling and any work arising from hard water scale deposits;
- 7) dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units;
- 8) external overflows unless internal damage is a likely consequence or the leakage of water from a swimming pool or hot tub;
- 9) the repair of domestic appliances that are leaking water, other than from external fixed pipe work;
- 10) costs that should be shared proportionately across all responsible parties;
- 11) shared drains;
- 12) blocked drains which have occurred due to wilful misuse;
- 13) where there is a leak from a shower, bath or sink when in use and there is another means of bathing or washing at the **Property**.

Section 2 – Internal Electricity Supply

Emergency Work following the electricity failure of at least one complete circuit which:-

- a) cannot be resolved by carefully resetting the fuse box; and*
- b) would not be more appropriately resolved by the regional electricity network supplier.*

Excluding:-

- 1) external lighting including security, garages and outbuildings;
- 2) the replacement or adjustment of any light bulbs;
- 3) 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
- 4) photovoltaic (solar panels) or geothermal systems;
- 5) where an appliance has caused a circuit to fail or trip.

Section 3 – Gas Supply

*Following the advice of, and/or remedial work by **Your** local gas board, Emergency Work as result of a gas leak within the **Property**.*

Excluding:-

- 1) repair work to or the cost of replacing lead pipe work;
- 2) the interruption or disconnection of public services to the **Property**, however caused, or the failure, breakdown or interruption of the mains gas supply system.

Section 4 – Water Supply

Emergency Work following a water supply system failure to:-

- a) the kitchen; or*
- b) the bathroom where there is no other water supply available in that room.*

Excluding:-

- 1) the interruption or disconnection of public services to the **Property**, however caused, or the failure, breakdown or interruption of the mains water supply system;
- 2) where **You** have access to a water supply in another bathroom;
- 3) descaling and any work arising from hard water scale deposits.

Section 5 – Security

*Emergency Work following damage or failure of the following items which would render the main living areas of the **Property** insecure and easily accessible to intruders.*

- a) external lock.*
- b) external door.*
- c) external window.*

Excluding:-

- 1) internal locks, doors and glass;
- 2) external garages or outbuildings;
- 3) any damage caused by the **Contractor** in gaining access to the **Property**;
- 4) window locks;
- 5) doors subject to swelling;
- 6) porch doors where there is another lockable door which prevents access to the main living areas of the **Property**.

Section 6 – Lost Key

*Emergency Work following the loss of the only available key to the **Property** which cannot be replaced and normal access cannot be obtained.*

Excluding:-

- 1) the loss of keys to internal doors, garages and outbuildings;
- 2) any damage caused by the **Contractor** in gaining access to the **Property**.

Section 7 – Pest Infestation

*Emergency Work following an infestation as a result of the following pests/nests which directly affect the **Insured Areas** of the **Property** and there is clear evidence of the infestation.*

- a) Wasp nests.*
- b) Hornet nests.*
- c) House mice.*
- d) Field mice.*
- e) Rats.*
- f) Cockroaches.*

Excluding:

- 1) repeat claims where **You** have failed to follow previous guidance from **Us** or the **Contractor** to prevent continued or further infestation;
- 2) the removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If **You** have a swarm, or bees in the structure of **Your Property**, **You** should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Section 8 – Roofing

*Emergency Work following sudden and unforeseen damage to the roof of the **Property** which is causing internal damage.*

*If damage is caused by severe weather, please be aware that a **Contractor** may not be able to attend until the weather conditions are safe for them to do so.*

*Where **We** have established that the damage to **Your** roof is in excess of **Your Claim Limit(s)**, **You** will need to contact **Your** buildings insurance provider.*

Excluding:-

- 1) damage to flat roofs over 10 years of age;
- 2) wear and tear;
- 3) damage where the roof has not been satisfactorily maintained;
- 4) costs that should be shared proportionately across all responsible parties;
- 5) claims where there has been damage to or loss of tiles and no internal damage is being caused.

Section 9 – Primary Heating System

Emergency Work following the complete breakdown of the Primary Heating System which:-

- a) results in the complete loss of heating to **Your Property** and/or*
- b) results in the complete loss of hot water.*

Excluding:-

- 1) boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt);
- 2) lighting of boilers or the correct operation or routine adjustment of time or temperature controls;
- 3) any form of geothermal or solar heating systems;
- 4) power flushing or descaling;
- 5) the replacement of water tanks, cylinders and central heating radiators;
- 6) overflows not causing internal water damage;
- 7) where an immersion heater or similar is available to resolve the failure;
- 8) intermittent faults;
- 9) where there is a loss of hot water but there is use of an electric shower at the **Property**;
- 10) failures caused by a lack of maintenance or neglect by **You** (where a boiler has not been serviced in the 12 months prior to **Your** claim or if **You** live in a hard water area and the fault may be due to a build-up of limescale **You** may be asked to **Ring-Fence** funds before a **Contractor** is sent to **Your Property**).
- 11) re-setting of boilers;
- 12) where a boiler can be operated manually to resolve the loss of hot water and/or heating.

Section 10 – Boiler Replacement Contribution

Subject to acceptance of a claim under Section 9 of this policy, where **Your** boiler has failed and is deemed by the **Contractor** and **Us** to be **Uneconomical** to repair, **We** shall contribute (upon production of an original receipt for payment) towards the cost of a brand new like for like replacement. **Our** contribution will be based on the age of **Your** boiler when deemed **Uneconomical** to repair and the amount shown within the **Claims Limit(s)** on **Your Certificate of Insurance**. Please note, **Our** contribution under this section shall not include any labour, delivery or shipping costs.

Section 11 – Overnight Accommodation

Overnight accommodation (arranged by and booked by **Us**) where it has not been possible to resolve the emergency following an accepted claim for **Emergency Work** by a **Contractor** under another section of this policy and the **Property** is rendered uninhabitable. The maximum amount that **We** will pay is shown within the **Claims Limit(s)** on **Your Certificate of Insurance**.

Excluding:-

- 1) the cost of any food that **You** may have purchased;

- 2) the cost of any parking that **You** may have incurred;
- 3) the cost of travel to the accommodation that **You** may have incurred.

29. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

Conditions of Your Policy

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 or facility which has not been properly installed or maintained in accordance with the manufacturer's instructions;
4. any system which has been incorrectly used or modified, or has been tampered with;
5. any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
6. replacement or adjustment to any decorative or cosmetic part of any equipment;
7. garages, outbuildings, leisure equipment, cesspits, septic tanks or fuel tanks unless appropriately covered under the Pest Infestation section of this policy;
8. wilful act or omission or lack of maintenance or neglect by **You**;
9. 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;
10. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
11. any other costs or damage that are indirectly caused by the event that led to **Your** claim, unless specifically stated in this policy;
12. claims arising within 48 hours from the date of commencement of this insurance, where this policy has been purchased from the same **Agent**, that **You** purchased **Your** current buildings insurance policy for the same **Property**, unless **You** held equivalent insurance immediately prior to the commencement of this policy;
13. claims arising within 14 days from the date of commencement of this insurance where this policy has been purchased from an **Agent** who did not sell **You** the current buildings insurance policy for the same **Property**;
14. any costs that would be more appropriately recovered under any other insurance;
15. any consequences of riot, strike, lock-out, civil commotion or labour disturbances;
16. loss or damage to any **Property**, or any resulting loss or expense;
17. any **Permanent Repair** costs which exceed those that would be incurred in carrying out a **Temporary Resolution or Repair**;
18. circumstances which are not sudden or unforeseen;
19. **Emergency Work** that has not been carried out within 24 hours of the **Contractor's** initial diagnosis or within 48 hours of the required parts becoming available to make a **Permanent** or **Temporary Repair**;
20. in circumstances where **We** have gone beyond **Your** insurance policy's **Claim Limit(s)** or policy cover; e.g. Good will gestures, this does not determine that the same outcome will apply to any future claims;
21. circumstances where **You** have delayed the **Contractor** from attending within 24 hours of **Your** claim being reported to **Us** without good reason;
22. where a **Temporary Resolution or Repair** has been made, **You** will be responsible for organising replacement of a **Temporary Repair** with a **Permanent Repair** or carrying out further recommendations of the **Contractor**. If a **Permanent Repair** or further recommendations have not been carried out and **You** make a further claim for the same issue, **Your** claim will not be valid;
23. any letting room where the water supply to that room is not capable of being separately isolated from the remainder of the **Property**;
24. claims where **You** have an alternative insurance policy in place under which the emergency would be covered. In these circumstances **We** shall only be responsible for **Our** fair share (rateable proportion) of any claim.
25. any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.
 This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
26. any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
27. any loss or damage caused by any sort of war, invasion or revolution
28. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;

Boiler Service Requirements

It is a requirement of this policy that your boiler is maintained in line with the manufacturer's recommendations, which normally include having the boiler serviced regularly, usually once every 12 months.

In the event of a request for emergency work involving your boiler, you may be required to produce evidence, such as boiler service receipts showing that the boiler has been maintained in line with manufacturer's recommendations.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **We**, the administrator or **Your** broker may ask as part of **Your** application for cover under the policy;
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
- c) tell **Us** of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when you take out, make changes to and renew **Your** policy. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

Claims

To ensure an accurate record and for quality assurance purposes **Your** telephone conversation may be recorded.

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

We will use best endeavours to attend the emergency promptly 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 an alternative solution.

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

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

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

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

Privacy Policy

BDElite Ltd, Royal & Sun Alliance plc and Legal Insurance Management Ltd are Joint Data Controllers.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view **Our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **You** are unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email **Us** at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the policy.

It is important to LIM that **You** are clear on what information **We** collect and why **We** collect it. **You** can withdraw **Your** consent at any point by notifying LIM, however if **You** have an on-going claim this may affect continued cover under **Your** policy. Should **Your** data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **Us** at dataprotection@legalim.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

BDElite Ltd Privacy Notice

BDElite Ltd, referred to as "we/us/our" in this notice, take **Your** data privacy seriously. How we use and look after the personal information is set out below.

Information may be used by us, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for us to process your personal information to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to us under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation we may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data you have provided, we have collected from **You**, or we have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about you from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable us to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case we may need to share **Your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the police.
- Other suppliers carrying out a service on our, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** Policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to our processing of **Your** personal data;
- Request that **Your** personal data is erased or corrected;
- Request access to **Your** personal data and data portability;
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data we hold on **You**, there is no charge for this service.

If **You** have any questions about our privacy policy or the information we hold about **You** please contact us.

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**.

Cancellation

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to **Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is later. On the condition that no claims have been made or are pending, we will then refund **Your** premium in full. Thereafter **You** may cancel the insurance cover at any time by informing **Your** agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at your last known address. Valid reasons may include but are not limited to:

- a) Where **We** reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) You have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel the policy **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Claims Helpline Service

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

Emergency Claims Helpline Number: 01204 567 499

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 contact Legal Insurance Management Ltd.



Write to **Us** at: -

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



Email **Us** at: -

claims@legalim.co.uk



Call **Us** on: -

01384 377 000

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 and if eligible, **You** may have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:-

The Financial Ombudsman Service,
Exchange Tower,
London
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@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

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

BDElite Ltd. is registered in England, No. 7636844, Registered office: Atria, Spa Road, Bolton, BL1 4AG. Authorised and regulated by the Financial Conduct Authority for insurance distribution and claims management activities. Our firm's reference number is 797920. Our regulatory registration is recorded on the website www.fca.org.uk

HOME EMERGENCY PLUS

Insurance Product Information Document (IPID)



Company: Administered by Legal Insurance Management Ltd (552983) and underwritten by Royal & Sun Alliance Insurance plc (202323). Both are registered in the UK and authorised and regulated by the Financial Conduct Authority.

This document provides a summary of the key information, covered by this Policy which you should read. It does not contain the full terms and conditions of the Policy which can be found in the BDElite Home Emergency Plus Policy Wording.

What is this type of insurance?

This is a Home Emergency Policy which during the Period of Insurance, in the event of an emergency will cover the costs of the emergency work, subject to claim limits. This policy operates alongside your Home Insurance Policy.



What is insured?

- ✓ Cover is provided as shown in the table below for any one claim in connection with the Insured Incidents.
- ✓ There is a maximum claim limit that we will pay in respect of any one claim for each Insured Incident.
- ✓ Up to a limit of 5 claims and a maximum of £5,000 payable in any one Period of Insurance.

	INSURED INCIDENT	CLAIM LIMITS	EXCESS
1	Plumbing and Drainage	£1,000	Nil
2	Internal Electricity Supply	£1,000	Nil
3	Gas Supply	£1,000	Nil
4	Water Supply	£1,000	Nil
5	Security	£1,000	Nil
6	Lost Key	£1,000	Nil
7	Pest Infestation	£1,000	Nil
8	Roofing Damage	£1,000	Nil
9	Primary Heating System Breakdown	£1,000	Nil
10	Boiler Replacement Contribution	Boilers Aged up to 15 years - £500	Nil
11	Overnight Accommodation	£250	Nil
Up to a limit of 5 claims and a maximum of £5,000 payable in any one Period of Insurance			



What is not insured?

- ✗ Claims arising within 48 hours of the inception of this Policy.
- ✗ Circumstances known to you prior to the commencement date of this insurance.
- ✗ Any system, equipment or facility which has been modified, not been properly installed or maintained in accordance with manufacturer's instructions.
- ✗ Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- ✗ Replacement or adjustment to any decorative or cosmetic part of any equipment.
- ✗ Claims arising out of a willful act or omission or lack of maintenance or regular servicing or neglect by you.
- ✗ Any materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- ✗ The amount of any Excess shown in the Certificate of Insurance in respect of each claim.



Are there any restrictions on cover?

- ! The Insured Person must tell us immediately of any circumstances which may give rise to a claim.
- ! Maximum claim limit of £1,000.
- ! Maximum aggregate limit of £5,000 (Maximum of 5 claims).
- ! Maximum claim limit of £500 in respect of Boiler Replacement Contribution claims.
- ! Maximum claim limit of £250 in respect of Overnight Accommodation claims.
- ! Where a Temporary Resolution or Repair has been made, you will be responsible for organising replacement of a Temporary Repair with a Permanent Repair or carrying out further recommendations of the Contractor. If a Permanent Repair or further recommendations have not been carried out and you make a further claim for the same issue, your claim will not be valid.



Where am I covered?

- ✓ United Kingdom, Channels Islands and Isle of Man.



When does the cover start and end?

Your Policy covers you for up to 12 months from the date you request your Policy to be started. The dates will be shown on your Certificate of Insurance.



What are my obligations?

- At the start of the contract the information you provide must be true and complete to the best of your knowledge and belief and you must tell us if anything changes later.
- You must provide complete and accurate answers to any questions asked.
- You must pay the premium to your insurance Broker.
- Pay any applicable excess.
- You must not act in a fraudulent way or make a claim for any loss or damage that you caused deliberately or was caused with your knowledge.
- You must co-operate with us at all times, which may include providing any evidence, documents or receipts when requested.
- Claims must be reported to Us within 48 hours of discovering the emergency.



How do I cancel the contract?

You have the right to cancel your BDElite Home Emergency Plus Policy within 14 days of receiving your documentation provided you have not made a claim. If you cancel your policy after the 14 days, you will be responsible for payment of the full premium.



When and how do I pay?

You should make payment to your Broker, this may be by making a one off payment or your Broker may be able to arrange credit facilities if required.

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HOME EMERGENCY PLUS

Customer Information



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Making a claim

In the event of a claim please contact us using the below details:

- Claims telephone number: 01204 567 499

Complaints process

If you feel that we have let you down and you wish to raise a complaint, please contact us on 01204 567 499 or in writing to Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF

If we are unable to resolve the complaint to your satisfaction (and if eligible), you can ask the Financial Ombudsman to review your case. This is a free and unbiased service.

Telephone: 0800 023 4567 (Landlines) 0300 123 9123 (Mobile)

Email: enquiries@financial-ombudsman.org.uk

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Financial Services Compensation Scheme

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