

# Welcome to LIMemergency



## Thank you

You have selected a **home** emergency policy that will provide assistance to you in your **home**. **We** will respond with expert help if you suffer an emergency arising from an incident covered under this policy, and send a **contractor** out who will take action to resolve the emergency.

## The Purpose of this Insurance

This insurance policy is designed to work alongside your household buildings or contents insurance policy. Whilst **we** are happy to assist you in an emergency by sourcing a **contractor**, **we** aren't able to provide you with help relating to day-to-day maintenance of your **home** and its contents.

# How to make a Claim

It's as easy as...



Major emergencies which could result in loss of life or serious damage to **home** should be immediately advised to the supply company and/or public emergency services.

**Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999.**



Please look at **your** insurance policy and **schedule** to check **your** level of cover, and have **your** policy number and intermediaries name to hand.

This policy is designed to assist **you** during an emergency. It will not cover situations that are not notified to **us** within **48 hours** of the incident.



Call **our** helpline on **01384 884040**. **Our** helpline is open 24/7, 365 days a year.

**We** will ask **you** some questions to check **your** identity and the details of **your** emergency. **We** will talk you through **your** cover and let you know what we will do next.

## Some Important Information

- 📞 If **we** accept your claim, the claims helpline will source a suitable **contractor** to attend your **home** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of **emergency repairs**, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- 📞 The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.
- 📞 The **contractor** will invoice the cost of all work covered by the insurance to **us**. **You** will be asked to pay the cost of;
  - Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
  - All charges in excess of the claims limits or any work excluded by this insurance – **you** will be informed of this before any work is undertaken.
  - Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
- 📞 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 home** is safe.
- 📞 In the event you engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance.
- 📞 **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.

# What You need to Know

## Confirming Policy Details...Helping Us Help You

In some situations **we** may not be able to assess **your** claim or confirm **your** policy is operative from the information and details provided by you. It may therefore be necessary for **our contractor** to attend **your home**, assess the situation and provide **us** with a report. In these circumstances you will be asked 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. This will help **us** respond to **your** emergency without unnecessary delay, and provides you with an option to receive emergency assistance at **your home** should cover be excluded under **your** policy.

## Household Buildings and Contents

This insurance policy is designed to offer 24 hour assistance if **you** suffer a **home** emergency. It complements but does not replace either **your** household buildings or contents insurance policy, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for claims assistance.

## How Your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no **temporary repair** is available. If **our contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

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

[We have highlighted in blue the definition of an emergency under each section of cover.](#)

## Maintenance of Your Home

It is a requirement of this policy that **you** maintain **your home**, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

## Trace and Access

There may be times when **our contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **home**, fixtures and fittings to enable the **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

## Working Together

To enable **us** to provide the best possible claims service to **you**, **we** shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative.

If **your home** emergency claim is accepted, **we** ask that you allow access for the **contractor** to attend **your home** within 24 hours of the claim being reported to **us**. If you delay and/or prevent the **contractor** from attending within 24 hours **we** may withdraw cover.

There may be times where **our contractor** has to order parts that are not readily available.

## Other Similar Insurance

If you claim under this policy for something which is also covered by another insurance policy, you must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim

# Important and Defined Words

The words or expressions detailed below have the following meaning wherever they appear in this policy. They will be emboldened throughout for **your** reference.

## Claim limit(s)

The amount **we** will pay in respect of any one claim and during any one **Period of Insurance** as specified in the **schedule**.

## Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs**.

## Emergency repairs

Work undertaken by an authorised **contractor** to resolve the emergency by completing a **temporary repair**. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **claim limit** specified in this policy.

## Home

The private residence owned by **you** but let to tenants in the United Kingdom, Channel Islands or Isle of Man which comprises of a private dwelling used for domestic purposes, excluding garages, gardens, outbuildings and swimming pools.

## Insured Person, You, Your

The person who has paid the premium and is named in the **schedule** as the **insured person**.

## Insurer

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

## Intermediary

The regulated entity appointed to transact this insurance with **you**.

## Period of Insurance

The commencement and expiry dates shown in the **schedule**.

## Primary Heating System

The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

## Schedule

The document which shows details of **you** and this insurance and forms part of this policy.

## Temporary Repair, Temporary Resolution

A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A **temporary repair** or resolution will need to be replaced by a permanent repair.

## 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 of the emergency repair (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 are Covered For

## Section 1 – Plumbing and Drainage

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

- i) means that internal flooding or water damage is a likely consequence; or**
- ii) means that you do not have access to one or more useable toilets within your home; or**
- iii) causes blocked external drains that are solely your responsibility within the boundary of the home, 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 and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush;
- 4) Saniflo systems or other macerator based systems;
- 5) descaling and any work arising from hard water scale deposits;
- 6) the repair of domestic and/or leisure equipment that are leaking water, other than from external fixed pipe work;
- 7) where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the **home**.
- 8) where the leak can be contained providing **you** with enough time to arrange a repair privately.

## Section 2 – Internal Electricity

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

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

Excluding:-

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

## Section 3 – Gas Supply

**After the National Gas Emergency Service has visited your home and isolated your gas supply, emergency repairs will be carried out by a Gas Safe contractor, who will repair or replace the damaged section of internal gas supply pipe. Our contractor will also turn your gas supply back on.**

Excluding:-

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

## Section 4 – Water Supply

**Emergency repairs following a water supply system failure to:-**

- a) the kitchen; or**
- b) the bathroom where no other water supply is available for bathing.**

Excluding:-

- 1) the interruption or disconnection of public services to the **home** 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 repairs following damage or failure of the following items which would render the main living areas of the home insecure and easily accessible to intruders.**

- 1) External lock.**
- 2) External door.**
- 3) External window.**

Excluding:-

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

# What You are Covered For

## Continued...

### Section 6 – Primary Heating System

**Emergency repairs following the complete breakdown of the primary heating system which:-**

- i) results in the complete loss of heating and/or**
- ii) 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, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries;
- 3) any form of renewable energy systems;
- 4) power flushing or descaling;
- 5) the replacement of water tanks, cylinders, and central heating radiators;
- 6) where an immersion heater or similar is available to resolve the failure;
- 7) intermittent faults where this cannot be identified at the time of the **contractors** attendance;
- 8) lack of maintenance or neglect by **you** (you may be asked to reserve funds if **your** boiler have not been serviced in line with the manufacturer's instructions or if you have no protection against hard water)
- 9) where a boiler can be operated manually to resolve the loss of hot water and/or heating.

### Section 7 – Overnight Accommodation

Overnight accommodation only (arranged by and booked by **us**) where it has not been possible to resolve the emergency following an accepted claim for **emergency repairs** by a **contractor** under another section of this policy and the **home** is rendered uninhabitable.

Excluding:-

- 1) the cost of any food and drink **you** have purchased;
- 2) the cost of any parking that may have been incurred;
- 3) the cost of travel;
- 4) the cost of any entertainment.

### Section 8 – Alternative Heating Allowance

**We** will pay a contribution towards the cost of purchase or hire by the **insured person** (upon production of an original receipt for payment) of alternative heating sources where these are deemed necessary in the event that the **primary heating system** has failed completely and it is not possible to reinstate the heating. The amount **we** will contribute is specified within the **claim limit**.

# General 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 system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions;
3. any system, which has been incorrectly used or modified, or has been tampered with;
4. any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
5. replacement or adjustment to any decorative or cosmetic part of any equipment;
6. garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks;
7. wilful act or omission, lack of maintenance or neglect by **you**;
8. claims in the 7 days immediately following **your** first occupation of the **home**, or claims in the 7 days immediately following you reoccupation of the **home** where the **home** has been left unoccupied for 30 consecutive days or more;
9. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
10. any other costs or damage that are indirectly caused by the event that led **you your** claim, unless specifically stated in the policy;
11. 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;
12. any costs that would be more appropriately recovered under any other insurance;
13. circumstances which are not sudden or unforeseen
14. circumstances where **we** have gone beyond your insurance policy's **claim limit** or policy cover;
15. claims where **our contractor** has advised there is no emergency repair available;
16. 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.

17. 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 or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
18. any loss or damage caused by any sort of war, invasion or revolution
19. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
20. 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**.

# Policy Conditions

## 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** or the administrator 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 **your** telephone conversation may be 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 repairs** 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 **home** or otherwise making the provision of the **emergency repairs** 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 home** 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

**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** will 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.

## 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're** 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](mailto:crt.halifax@uk.rsagroup.com)



# Policy Conditions continued...

## 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](mailto: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.

## 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 **home** 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 repairs**.

## 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 the 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 and/or any additional covers **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: 01384 884040. Calls to the helpline will be charged at **your** standards rates.

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

# Policy Conditions continued...

information about the compensation scheme can be obtained from the FSCS.

## 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 €2million and fewer than ten staff. 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](mailto: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