

# Holiday Home Home Emergency Insurance

Policy Document



# WELCOME

## 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.

This home emergency policy is provided by Arc Legal Assistance Limited, and the **Insurer** is AmTrust Europe Limited. Claims under this policy are handled by Legal Insurance Management Limited.

## 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

Major emergencies which could result in loss of life or serious damage to the **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 trades person 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;
  - a. Call-out charges if there is no authorised adult available at the **Home** at the time **Our Contractor** arrives to carry out the work.
  - b. 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.
  - c. 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 compliments 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.

### 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).

## WHAT YOU NEED TO KNOW Cont.

### 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.

<b>Claim Limit(s)</b>	The amount <b>We</b> will pay in respect of any one claim and during any one <b>Period Of Insurance</b> as specified in the <b>Schedule</b> .
<b>Contractor</b>	A trades person authorised and instructed by the Claims Helpline Service to undertake <b>Emergency Repairs</b> .
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the countries where this cover applies at the time of the insured event.
<b>Emergency Repairs</b>	Work undertaken by an authorised <b>Contractor</b> to resolve the emergency by completing a <b>Temporary Repair</b> . <b>We</b> will only complete a permanent repair where this can be done at a similar cost, or where there is no <b>Temporary Repair</b> available, up to the <b>Claim Limit</b> specified in this policy.
<b>Home</b>	The property at the address shown in your <b>Schedule</b> , located 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. Garages and outbuildings that are attached and/or access via the home will be included under Pests.
<b>Insured Person, You, Your</b>	The person who has paid the premium and is named in the <b>Schedule</b> as the <b>Insured Person</b> .
<b>Insurer</b>	This insurance is administered by Arc Legal Assistance and underwritten by AmTrust Europe Limited.
<b>Intermediary</b>	The regulated entity appointed to transact this insurance with <b>You</b> .
<b>Period of Insurance</b>	The commencement and expiry dates shown in the <b>Schedule</b> .

## IMPORTANT AND DEFINED WORDS Cont.

<b>Primary Heating System</b>	The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.
<b>Schedule</b>	The document which shows details of <b>You</b> and this insurance and forms part of this policy.
<b>Temporary Repair, Temporary Resolution</b>	A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A <b>Temporary Repair</b> or resolution will need to be replaced by a permanent repair.
<b>Terrorism</b>	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.
<b>Uneconomical</b>	<ol style="list-style-type: none"><li>1. Where in <b>Our</b> opinion, it would not be worth completing a repair based on the subsequent work require or life expectancy of the appliance/equipment; or</li><li>2. Where the cost of the emergency repair (including parts and labour) is greater than 75 % of the cost of replacing the item as new.</li></ol>
<b>We, Us, Our</b>	Legal Insurance Management Ltd, who provide the services described in this policy on behalf of Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Europe Limited.

## WHAT YOU ARE COVERED FOR

This policy provides the cover described in each section below as a result of an insured event occurring at **Your Home**.

**We** will pay up to a maximum of **£1,000** for any claim including VAT, call-out charges, labour, parts and materials.

Where it has not been possible to resolve the emergency following an accepted claim for **Emergency Repairs**, and where **Your Home** is rendered uninhabitable in the opinion of the Claims Helpline Service, if **You** ask **Us** **We** will arrange and pay up to a total of **£250** for reasonable overnight accommodation only costs, incurred by **You**.

### Section 1 - Plumbing & Drainage

What is covered?	What is excluded?
<p><b>Emergency Repairs</b> following damage to or failure of the plumbing and drainage system which:</p> <ul style="list-style-type: none"><li>a. Means that internal flood or water damage is a likely consequence;</li><li>b. Means that <b>You</b> do not have access to a useable toilet within <b>Your Home</b>; or</li><li>c. Causes blocked external drains that are solely <b>Your</b> responsibility and within the boundary of the <b>Home</b>, where this can be resolved by jetting or rodding.</li></ul>	<ul style="list-style-type: none"><li>1. The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes.</li><li>2. Cracked sanitaryware, including but not limited to cisterns, toilet bowls, sinks and baths.</li><li>3. Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush.</li><li>4. Saniflo systems or other macerator-based systems.</li><li>5. Descaling and any work arising from hard water scale deposits.</li><li>6. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.</li><li>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 <b>Home</b>.</li><li>8. Where the leak can be contained providing <b>You</b> with enough time to arrange a repair privately.</li></ul>

## Section 2 - Internal Electricity

### What is covered?

**Emergency Repairs** following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.

Please note, during claims assessment **You** may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.

### What is excluded?

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 systems 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 - Primary Heating System

### What is covered?

**Emergency Repairs** following the complete breakdown of the **Primary Heating System** which:

- a. Results in the complete loss of heating and/or;
- b. Results in the complete loss of hot water.

### What is excluded?

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. Powerflushing or descaling.
5. The replacement of water tanks, cylinders and central heating radiators.
6. Where there is another hot water source available for bathing, including but not limited to an immersion heater or electric shower.
7. Intermittent faults where this cannot be identified at the time of the **Contractor's** attendance.
8. Lack of maintenance or neglect by **You** (**You** may be asked to reserve funds if **Your** boiler has not been serviced in line with the manufacturer's instructions).
9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

## Section 4 - Pests

### What is covered?

**Emergency Repairs** following an infestation as a result of the following Pests in and/or attached to the **Home** and there is clear evidence of the infestation.

- a. Wasps' nests.
- b. Hornets' nests.
- c. Mice.
- d. Rats.
- e. Cockroaches.

### What is excluded?

1. Repeat claims where **You** have failed to follow previous guidance from **Us** or the **Contractor** to prevent continued or further infestation.
2. Pest infestations where **You** have not taken reasonable hygiene measures to prevent contamination.

## Section 5 - Roofing

### What is covered?

**Emergency Repairs** following missing, broken or loose tiles causing internal water damage.

**We** will appoint a **Contractor** to attend when it is safe for them to do so. They will complete a **Temporary Repair** to stop the immediate damage, but requests for permanent repairs should be made to **Your** building & contents provider.

### What is excluded?

1. Damage to flat roofs over 10 years old.
2. Damages where the roof has not been satisfactorily maintained.
3. Costs that should be shared proportionately across all responsible parties.
4. Any access costs, including but not limited to scaffolding and articulated lifts.

## Section 6 - Overnight Accommodation

### What is covered?

Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for **Emergency Repairs** by a **Contractor** under another section of the policy and the **Home** is rendered uninhabitable in the opinion of the Claims Helpline Service.

### What is excluded?

1. The cost of any food and drink **You** have purchased.
2. The cost of any parking incurred.
3. The cost of travel.
4. The cost of entertainment.

## Section 7 - Alternative Heating

### What is covered?

**We** shall pay up to £50 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 3. Payment is subject to an original receipt and the **Primary Heating System** not being reinstated.

### What is excluded?

## Section 8 - Boiler Replacement Contribution

### What is covered?

**We** shall contribute up to **£500** towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless **We** or the **Contractor** declare the boiler to be **Uneconomical** to repair, following an accepted claim under Section 3.

### What is excluded?

## 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 claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear.
6. Failure or damage caused by faulty or defective design of pipework, including but not limited to delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
11. Wilful act or omission, lack of maintenance or neglect by **You**.

## GENERAL EXCLUSIONS

12. Claims in the 7 days immediately following **You** 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.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led **You** **Your** claim, unless specifically stated in the policy.
15. Claims arising within the first 48 hours from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this policy.
16. Claims under Section 8 arising within the first 30 days from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this policy.
17. Any costs that would be more appropriately recovered under any other insurance.
18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **We** have gone beyond **Your** insurance policy's **Claim Limit** or policy cover.
20. Claims where **Our Contractor** has advised there is no **Emergency Repair** available.
21. 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.
22. 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.
23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. 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**.

# GENERAL 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;

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- 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.

### AmTrust Europe Limited and Arc Legal Assistance Privacy and Data Protection Notice

#### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

#### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

#### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven

## GENERAL CONDITIONS Cont.

(7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

### Legal Insurance Management Ltd Customer 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.

## GENERAL CONDITIONS Cont.

Thereafter **You** may cancel the insurance cover at any time by informing **Your** agent. A refund will be issued on a pro rata basis.

**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** standard rates.

**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 complain to the appropriate party. Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

### For Complaints Regarding The Sale Of The Policy:

#### Write to us:-

#### Address

Assist Insurance Services Ltd  
Royal House, Queenswood,  
Newport Pagnell Road West,  
Northampton, NN4 7JJ

#### Telephone No.

01604 746 787

#### Email:

enquiries@assistinsurance.co.uk

## GENERAL CONDITIONS Cont.

### For Complaints Regarding A Claim:

#### Write to us:-

##### Address

LIMemergency  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands, DY5 1XF

##### Telephone No.

01384 884080

##### Email:

claims@limemergency.co.uk

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 may also apply if **You** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

### The Financial Ombudsman Service Contact Details Are -

##### Address

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

##### Telephone No.

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

AmTrust Europe Limited 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.

### Authorisation

Legal Insurance Management Ltd (LIM) is authorised and regulated by the Financial Conduct Authority. Registration Number 552983. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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