

Lexelle Ltd
Emergency Property Assistance
Master Certificate Number BD.1.48

Definitions

Wherever the following words or expressions appear in capital letters they have the meaning given to them below.

INSURER - Brit Insurance Limited, authorised and regulated by the Financial Services Authority;

WE, US, OUR - Capita Commercial Services Limited, acting on behalf of the INSURER to manage this insurance;

YOU, YOUR - the policyholder named in the schedule;

CONTRACTOR - a qualified person approved and instructed by US to carry out work for YOU;

EMERGENCY, EMERGENCIES - a sudden and unforeseen event that if not dealt with quickly will:
a. make the HOME unsafe or insecure;
b. cause further damage to the HOME'S buildings or the fixtures, fittings and contents within the HOME; or,
c. make the HOME uninhabitable or expose YOU to a significant health risk;

The INSURER will treat all EMERGENCIES linked by cause or time as one EMERGENCY;

CONTRACTOR'S CHARGES - the cost of the CONTRACTOR'S call-out charge, labour charges, parts and materials in repairing, rectifying, limiting or preventing damage to the HOME;

HELPLINE - the helpline operated by US;

HOME - YOUR principal private residence within the GEOGRAPHICAL LIMITS having no more than 15 rooms and identified in the schedule;

LIMIT OF COVER - the maximum amount the INSURER will pay in respect of any one claim arising from an EMERGENCY : £500;

PERIOD OF INSURANCE - 12 calendar months from the start date set out in YOUR schedule;

PRIMARY HEATING SYSTEM - the principal central heating and hot water system in the HOME including the boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding:

- any form of solar heating system; and
- any non-domestic central heating boiler or source of heat;

FIRST PERIOD OF INSURANCE - the first period of this insurance which has remained continuously in force;

GEOGRAPHICAL LIMITS - Great Britain, Northern Ireland, the Channel Islands and Isle of Man.

WHAT IS COVERED

The INSURER will pay the CONTRACTOR'S CHARGES up to the LIMIT OF COVER in dealing with one or more of the following EMERGENCIES:

1. The HOME'S plumbing or drainage system has failed or has been damaged and if not dealt with quickly, flooding or internal water damage is likely as a result of that failure or damage;
2. The HOME'S internal electricity supply system has failed completely or broken down and if not dealt with quickly will:
 - a. Make the HOME uninhabitable; or
 - b. Cause YOU unreasonable discomfort;
3. The HOME'S only permanently-installed cooking system has failed completely or broken down and if not dealt with quickly this is likely to cause YOU unreasonable discomfort;
4. The HOME'S external locks, doors or windows have either failed completely or been damaged and as a result this had made the HOME insecure;
5. The HOME'S PRIMARY HEATING SYSTEM has failed completely or broken down and if not dealt with quickly will:

- a. Make the HOME uninhabitable; or
- b. Cause YOU unreasonable discomfort;

6. YOU have:

- a. lost YOUR only key to the HOME;
- b. there is no other available key; and
- c. You are unable to gain normal access to the property.

In the event of the HOME being made uninhabitable or you are unable to gain access as a result of an EMERGENCY as specified in 1 to 6 above the INSURER will pay up to the LIMIT OF COVER the reasonable cost of one night's alternative accommodation in the locality of the HOME:

- a. for YOU; and
- b. any other person normally resident in the HOME (other than a tenant or a fee-paying guest),

provided that WE have given prior consent to that cost.

WHAT IS NOT COVERED

The INSURER will not pay for claims arising directly or indirectly from or relating to:

- a. an event which is not an EMERGENCY;
- b. any system, equipment or facility which has not been properly installed, maintained, serviced or kept in repair in accordance with the manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
- c. any decorative or cosmetic part of any equipment;
- d. YOUR own negligence, except in relation to 'What is Covered' 6, or deliberate act;
- e. food, drinks, telephone calls or other incidental expenses;
- f. the lighting of boilers or the incorrect operation or routine adjustment of time or temperature controls;
- g. garages, outbuildings, cess pits, septic tanks or fuel tanks;
- h. the HOME being left unoccupied for 30 consecutive days or more;
- i. the interruption or disconnection of utility services to the HOME however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks;
- j. Call-out charges, materials, labour charges or other covered by a manufacturer's, supplier's or installer's guarantee or warranty;
- k. loss or damage to any property or any consequential loss or damage of any kind;
- l. malfunction to any computer software or operating systems;
- m. charges which are more specifically insured or any amount that YOU cannot recover from a more specific insurance because the insurer refuses the claim;
- n. charges arising from YOUR failure to comply with a reasonable request from US or OUR agent concerning the assistance being provided to YOU;
- o. where at or before that start of the FIRST PERIOD OF INSURANCE in OUR reasonable opinion YOU were that a claim was likely to be made;
- p. charges WE have not approved or authorised as to amount and purpose;
- q. call-out charges if there is no-one at the HOME when the CONTRACTOR arrives;
- r. any additional charges or costs incurred at YOUR request in fitting replacement parts or components of a superior specification to the original;
- s. charges where WE have not been notified promptly of the EMERGENCY prior to expenses being incurred and the INSURER has incurred extra expenses as a result of YOUR failure;
- t. charges where having contacted US YOU arrange for work to be carried out by other means;
- u. fraud or where false information has been provided to US;
- v. ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- w. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component;
- x. war, terrorism, riot, revolution or other similar event;
- y. any software, stored program, computer, device or system failing (or partly failing) because of a date-based event;
- z. confiscation, nationalisation, compulsory purchase, requisition, destruction of or controls placed on or damage to property by or under the order of any government or public or local authority;
- aa. pollution or contamination of any kind.

CONDITIONS

1. YOUR DUTIES

YOU must:

- a. take reasonable care of and maintain the HOME and its equipment in good order and take all reasonable steps to prevent loss or damage;
- b. notify US promptly of any change in details of the HOME;
- c. co-operate with US at all times and provide US with all information that WE request from YOU;
- d. YOU must take all reasonable steps to have permanent repairs effected to the HOME following an EMERGENCY.

The INSURER may take proceedings at its own expense in YOUR name to recover any money paid under this insurance.

If YOU fail to comply with these conditions, the INSURER may refuse to pay any claim or part of a claim arising as a result of YOUR failure.

2. PREMIUM

The policyholder named in the schedule must have paid the relevant premium and have been declared to US as having done so.

3. WAIVER

If WE or the INSURER waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

4. TRANSFERRING YOUR RIGHTS

YOU cannot transfer YOUR rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

5. CANCELLATION

YOU or the INSURER can cancel this policy by giving 14 days' notice in writing to the other.

6. NOTICES

WE may send notices and letters on behalf of the INSURER to the address set out in the policy schedule. OUR address is set out in the Complaints section below and notices and letters will be accepted on behalf of the INSURER at that address.

7. DISPUTES

Either YOU or WE may refer any dispute to an arbitrator who will be a solicitor or barrister. If WE cannot agree on an arbitrator the Chartered Institute of Arbitration will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that YOU should pay the costs of the arbitration, the INSURER will not pay these under this policy.

8. THE LAW THAT APPLIES

YOU and the INSURER can choose the law that applies to this policy. The INSURER proposes that English law applies. Unless YOU and the INSURER agree otherwise English law will apply to this policy.

9. MAKING A CLAIM

Telephone the HELPLINE on 0870 1648 234 quoting reference LEXIII Master Certificate Number BD/1/48 and provide details of the problem. To ensure an accurate record, YOUR telephone conversation will be recorded.

All requests for assistance must be made to the HELPLINE and not to the CONTRACTOR direct otherwise the claim will not be covered. The HELPLINE will discuss with YOU the assistance YOU require and obtain a suitable CONTRACTOR provided that the work is not prevented by any of the following:

- a. adverse weather conditions;
- b. industrial disputes (official or otherwise);
- c. failure of the public transport system; including the road and railway networks and repairs to them; or
- d. other circumstances preventing access to the HOME or making it impractical to carry out the necessary work.

The HELPLINE and the CONTRACTOR will have reasonable discretion as to when and how work is undertaken.

CONTINUES OVERLEAF

**AN INCIDENT WHICH COULD RESULT IN
SERIOUS PROPERTY DAMAGE OR PERSONAL
INJURY SHOULD BE NOTIFIED
IMMEDIATELY TO THE APPROPRIATE UTILITY
SUPPLIER AND/OR THE EMERGENCY SERVICES.**

**If YOU have followed the correct claims procedure
above the CONTRACTOR will charge the cost of all work
covered by this Insurance directly to US.**

CUSTOMER SATISFACTION

**It is always our intention to provide you with a first
class standard of service. If however you are not
satisfied with any part of the service you have received,
then please address your concerns to: The Customer
Service Manager, Capita Commercial Services Limited, c/o
EPS, The Matchworks, Speke Road, Liverpool, L19 2PH,
Tel: 0870 9065 619, Fax: 0870 9065 601**

**Should YOU remain dissatisfied with the outcome YOU can
refer the complaint to the Financial Ombudsman Service
at: Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London, E14 9SR,
Telephone: 0845 080 1800**

**This procedure will not prejudice YOUR legal rights.
CAPITA COMMERCIAL SERVICES LIMITED,
Gilbert Court, Newcomen Way, The Business Park,
Colchester, CO4 9WN,
Telephone: 08705 234567
Fax: 03705 234660**