



FLOWSMART HOME EMERGENCY COVER

INTRODUCTION

Your Flowsmart Policy has been arranged by F & R Associates with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

F & R Associates, UK General Insurance Limited, and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

GOVERNING LAW

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

WHAT IS COVERED

In the event of an **emergency** occurring in **your home**, we will:

- a) Advise **you** on what action to take to protect **yourself** and **your home**;
- b) Send one of **our approved engineers** to **your home** or arrange a convenient time for an **approved engineer** to visit **your home**; and
- c) Organise and pay the cost of providing **emergency assistance**, up to the **claim limit per call out** including VAT subject to the terms and conditions of **your** policy.

In the event of accidental loss or theft of fuel oil and/or damage to **your** oil fuel tank we will:

- a) Repair or replace the tank up to a limit of £2,000 inc VAT
- b) Pay for refuelling cost up to a limit of £1,000 inc VAT or an amount equivalent to **your** proven average oil fuel purchase over the last 12 months if less

WHAT IS NOT COVERED

There are certain Conditions and Exclusions, which limit **your** cover. Please read them carefully to ensure this policy meets **your** requirements. **We** do not wish **you** to discover after an incident has occurred that it is not insured. To assist in understanding the limitations to the cover provided **we** have listed these within the "**Cover Provided**" section of **your** policy.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

Approved engineer / engineer - means a qualified person approved and instructed by the **helpline** to undertake **emergency** work.

Assistance means the reasonable efforts made by the **engineer** during a visit to the **home** to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided.

Beyond Economic Repair – means the cost of repair is more than the cost of replacing an item in the opinion of **our approved engineer**.

Call Out - means a request for **emergency assistance** from **you** even if the request is then cancelled by **you**.

Claim Limit – means the amount **we** will pay in respect of any one claim shall not exceed £2,000 or the specified limit as stated under "Cover Provided". The **claim limit** is inclusive of VAT, **call out** charges, labour, parts and materials.

Where a boiler or a cooker appliance is deemed **beyond economical repair our** liability will not exceed:

£1,000 where the boiler / appliance is up to 5 years old; or
£500 where the appliance is greater than 5 years but under 15 years.

Where the **approved engineer** declares the boiler / appliance beyond economical repair **we** will not re attend to the boiler / appliance until **you** have confirmed it has been replaced.

Commencement Date - means the start of the **period of cover** as shown in the **schedule**.

Emergency - means a sudden and unexpected event which, if not dealt with quickly

Home Emergency Residential Flowsmart Policy Wording V8

would, in the reasonable opinion of the **helpline**:

- (i) render the **home** unsafe or insecure; or
- (ii) damage or cause further damage to the **home**; or
- (iii) cause personal risk to **you**.

Excess – means the amount **you** are responsible to pay towards any claim. The **excess** amount applying to **your** policy will be shown in the policy **schedule**.

Helpline – means the claims number specified on **your** policy **schedule**:

Helpline 0870 241 2480

Home – means a single occupancy private domestic dwelling at the address shown in the **schedule**, together with integral or attached garages used for domestic purposes.

Period of Cover - means the period shown in the **schedule** between the start date and end date.

Primary Heating System - means the principal domestic central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators, but excluding any form of solar heating system and non-domestic central boiler or source.

Schedule - means the document sent to **you** confirming the **commencement date**, details of the **Insured** and the **home** the subject of cover.

Unoccupied - means that the **home** is not being lived in by **you** for a period greater than 30 days.

We, Us, Our, Insurer - UK General Insurance Limited on behalf of Ageas Insurance Limited.

You, You, Insured - means the person(s) residing in the **home**.

COVER PROVIDED

This policy provides cover under the following headings as a result of an **emergency** occurring at the **home**, cover is limited to the **claim limit**.

1. Primary Heating System

We will assist **you** to restore heating and/ or hot water to **your home** following an **emergency** arising from the sudden and unexpected complete failure of the **primary heating system**.

We do not cover

- a) Claims in excess of £1,000 including VAT;
- b) Oil or Gas leaks;
- c) Cost of gaining access to;
- d) A boiler which is more than 15 years old;
- e) Faults which in the opinion of the **engineer** are as a result of the boiler not being serviced in the last 12 months;
- f) Lighting of boilers, adjustment to time switches or other controls or routine adjustment of time or temperature controls or any operational procedure or adjustment to the central heating installation described in the manufacturers operating instructions; i.e. Clearing airlocks or bleeding radiators;
- g) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- h) Where **your home** has been left **unoccupied**;
- i) Oil contamination resulting from a leak from an oil powered boiler;
- j) Designer or cast iron radiators, towel rails or radiators greater than 1.5m in length.

2. Accidental Damage to the oil fuel tank

We will indemnify **you** in the event of accidental damage to **your** oil fuel tank.

We do not cover

- a) any damage that is not sudden and unforeseen;
- b) any damage resulting from usual wear and tear;
- c) the first £100 of any claim;
- d) any damage that is covered by any other insurance;
- e) any damage to external fuel carrying pipes;
- f) claims in excess of £2,000 including VAT.

3. Accidental loss or theft of fuel oil from your fuel tank

We will indemnify **you** in the event of loss or theft of oil from **your** fuel tank.

We do not cover

- a) any accidental loss or theft of fuel oil from an unsecured tank;
- b) any loss of fuel which is not caused by a sudden and unforeseen event;
- c) any contamination of fuel by whatever means;
- d) any liability for any contamination or pollution caused by whatever means;
- e) any gradual loss of fuel;
- f) the first £100 of any claim;
- g) any accidental loss or theft of fuel oil that is covered by any other insurance;
- h) claims in excess of £1,000 including VAT.

Home Emergency Residential Flowsmart Policy Wording V8

4. Plumbing and Drainage

We will assist **you** to stop the **emergency** which has arisen from the sudden and unexpected failure of or damage to the plumbing or drainage system of the **home** which has or may result in internal water leakage, flooding or water damage to the **home**.

We do not cover

- a) Claims in excess of £1,000 including VAT;
- b) Plumbing and drainage external to the **home**;
- c) General maintenance including but not limited to dripping taps;
- d) The costs of repairs to the underground water supply or drainage facilities except where within the boundary of **your home**;
- e) Where **your home** has been left **unoccupied**;
- f) Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliances is in use;
- g) Cesspits, septic tanks;
- h) plumbing and filtration system for swimming pools or spa baths.

5. Pest Control

Removal of or extermination of wasps, hornets, rats and mice infestation in the **home**.

We do not cover

- a) Claim costs in excess of £250;
- b) Where **your home** has been left **unoccupied**;
- c) Outbuildings;
- d) **You** fail to follow previous guidance given by an **approved engineer** or the **helpline**;
- e) Damage to the structure, masonry, fixtures and fittings or any cleaning required as a result pests.

6. Electricity Supply

We will assist **you** to restore the electricity system to the **home** following an **emergency** arising from the sudden, unexpected and complete failure of the electricity system in the **home**.

We do not cover

- a) Claims in excess of £1,000 including VAT;
- b) The failure of any electrical wiring that is not permanent (e.g. extension leads);
- c) Any fault in supply prior to the consumer box;
- d) Wire / cabling situated outside of the **home** (e.g. wiring to detached garages satellite dishes, aerials etc);
- e) Where in the opinion of **our approved engineer** the electrical system would fail to meet minimum electrical safety standards;

- f) Any items that need replacing as a result of normal use such as replacement of light bulbs, decorative and fluorescent tube light fittings, fuses in plugs, failure or breakdown of individual electrical sockets or switches.

7. Security

We will assist **you** to make the **home** secure following an **emergency** arising from the sudden and unexpected failure of or damage to external locks, fitted to doors and windows where the failure or damage is such so as to render the **home** unsafe or insecure.

We do not cover

- a) Claims in excess of £1,000 including VAT;;
- b) Where **your home** has been **unoccupied**;
- c) Damage as a result of theft or attempted theft;
- d) Failure of the **home** security system.

8. Roofing

Following the damage to the roofing of the **home** due to falling trees, storm or bad weather **we** will cover the cost to protect the **home** from the elements until permanent repairs can be undertaken under **your** household policy.

We do not cover

- a) Claim costs in excess of £500;
- b) Flat roofs;
- c) Roofing of properties with multiple occupancy;
- d) External guttering, rainwater down pipes.

9. Cooker / Oven

We will assist **you** to restore a means of heating and preparing food within the **home** following an **emergency** arising from the sudden, unexpected and complete failure of the permanently-installed cooking system.

We do not cover

- a) Claim costs in excess of £250;
- b) **Emergencies** where an alternative means of heating / preparing food is available.

10. Overnight Accommodation

Where an **emergency** at the opinion of the attending **engineer** renders the **home** uninhabitable **we** will arrange for temporary accommodation to be provided. Where no alternative personal transport is available **we** will also arrange transport.

We do not cover

- a) Claim costs in excess of £250;

- b) The **home** being uninhabitable unless the **engineer** confirms an **emergency** on the policy;
- c) The cost of alternative accommodation unless arranged by **us** or agreed by **us** in advance;
- d) Accommodation costs once the **home** has been declared habitable by the **engineer**.

(c) fitting replacement parts or components of a superior specification to the original at **your** request.

Pay on use.

Should an **emergency** arise that is not included under Home Emergency cover, where possible, **we** can arrange for an **approved engineer** to attend **your home** but **you** will be responsible for all costs involved. The use of this service does not constitute a claim under **your** policy.

HOW TO ARRANGE EMERGENCY ASSISTANCE

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks.

2. Before requesting **emergency assistance**, check that the circumstances are covered by **your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **your home**.

3. If **your emergency** is boiler related **you** should have **your** boiler make and model and service details ready when **you** contact the **helpline**.

You must produce evidence to **our approved engineer**, that the boiler has been serviced to the manufacturers specifications within the last twelve months for **primary heating system** cover to apply.

4. Telephone the **helpline** within 12 hours of the **emergency** occurring and provide details of the **assistance** required. All requests for **emergency assistance** must be made through the **helpline**. Do not make any arrangements yourself without prior authorisation from the **helpline**, if **you** do **we** will not reimburse any costs **you** may incur.

5. The **helpline** will appoint an **approved engineer** to attend **your home**, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the **home** or otherwise making the provision of **emergency assistance** impossible.

The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by **you**.

6. The **approved engineer** will charge all costs covered by the insurance directly to **us**.

You will be asked to pay the cost of:

- (a) call-out charges if there is no-one at the **home** when the **engineer** arrives;
- (b) work in excess of the **claim limit**;

HOW TO MAKE A CLAIM FOR ACCIDENTAL DAMAGE TO YOUR FUEL TANK OR LOSS OF FUEL

Telephone the **helpline** as soon as possible. **We** will authorise for **your** fuel tank to be repaired or replaced as necessary.

Report any incident of theft to the police and obtain a crime reference number. All reports should be made within 48 hours of any incident occurring.

Provide at **your** own expense all details and evidence as may be reasonably required in the event of a claim including but not limited to proof of purchase.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend, **you** should make sure that the **engineer** can gain reasonable access to carry out the repair. If **we** cannot get a replacement part needed to carry out a repair **our** liability will be limited to a temporary repair to make the **emergency** safe.

EXCLUSIONS

We shall not be liable for:

1. Mobile homes, bedsits, properties with thatched roofs and sub-let properties;
2. Events where there is an inherent defect causing the **emergency**;
3. Failure to one toilet where there is another working toilet within the **home**;
4. Claims involving the restoration of electricity where the fault occurs prior to the consumer unit of the **home**;
5. Replacement glazing unless the contractor has the appropriate glazing available at the time of the initial visit;
6. Replacement of defective locks unless there is no way of making the **home** secure overnight;
7. Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
8. Replacement of water tanks or hot water cylinders;

9. Replacement of radiators;
10. Replacement or repairing any loss or damage if the boiler or appliance is in opinion of the **engineer beyond economical repair**;
11. Loss of hot water where there is an alternative means of heating water ie. Immersion heater;
12. Repairs and servicing (where applicable) on systems where spare parts are no longer available;
13. Failure by **you** to carry out any recommendations made by the pest contractor on pest prevention and hygiene measures;
14. Any system, equipment or facility which has not been properly installed, maintained, serviced or repaired 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;
15. Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty;
16. Replacement of or adjustment to any decorative or cosmetic part of any equipment;
17. The interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks;
18. Any repair to domestic appliances that are leaking water, other than from external fixed pipe work;
19. Cost of repair necessary as a result of changes in legislation or health and safety guideline.

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 **your** policy;
2. Claims arising after the **home** has been left **unoccupied**;
3. Any wilful or negligent act or omission by **you** or any third party acting on **your** behalf;
4. Events where on attendance it becomes clear that the **call out** is not an **emergency**;
5. More than one claim arising from the same cause;
6. Homes with more than 10 rooms;
7. Homes situated outside the United Kingdom and the Isle of Man;
8. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
9. Any damage caused by the **engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operating position in order to affect an **emergency** repair;

10. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
11. Loss or damage to any **home**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
12. Electricity supply to security systems, CCTV surveillance;
13. Pests kept as domestic pets;
14. Boring insects and woodworm;
15. Any loss or damage covered under this policy where **you** have any other insurance which covers the same loss or damage.

CONDITIONS

1. The rights given under this policy cannot be transferred to anyone else.
2. **You** must give reasonable access to enable appropriate repairs to be carried out and follow advice from the **engineer** and or **helpline** in removing furniture if this is deemed necessary.
3. **We** may cancel this insurance cover immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this policy.
4. To improve the quality of **our** service, all calls are recorded.
5. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
6. **You** must produce evidence to the attending **engineer** that the boiler has been serviced in-line with the manufacturers instructions within the last twelve months for primary heating cover to apply.
7. **We** may take proceedings in **your** name at **our** expense to recover any sums paid under this insurance from a third party should the **emergency** be as a result of an incorrect or failed previous repair.
8. **You** must maintain a buildings and contents cover in force during the **period of cover**

APPLICABLE LAW

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

HOW TO CANCEL YOUR POLICY

We hope **you** are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with **your** requirements, please return it to F & R Associates within 14 days of issue and **we** will refund **your** premium. Thereafter

you may cancel the insurance cover at any time by writing to the F & R Associates however no refund of premium will be payable. The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **insured** at their last known address. Provided the premium has been paid in full the **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance should the **insurer** cancel **your** policy.

Usually where premiums are paid monthly no refund is given if the Insurer cancels for any reason.

MAKING YOURSELF HEARD

We realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens **we** want to hear about it so **we** can try to put things right.

If **you** have cause for complaint it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care

Step One – initiating your complaint:

Please contact:

The Compliance Officer
F & R Associates
18 Westgate
Grantham
Lincs
NG31 6LT

Tel 0845 6440661
Email stevef@smartmoneysolutions.co.uk

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

Step Two – if you are still unhappy:

The Customer Relations Manager,
UK General Insurance Limited
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ.

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.

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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.