Terms and Conditions

This is an important document - please keep it in a safe place

If you experience an emergency at home please telephone 0844 8485261

Your Home Emergency Insurance policy is provided by the Insurer through Home 3 Assistance Limited ('Home 3').

Please read this document carefully. It sets out:

1. **'Your payment'** – an explanation of how your payment is split between Home 3 and the Insurer;
2. **'Your contract with Home 3'** – the terms and conditions of your agreement with Home 3 for introducing you to the Insurer;
3. **'Your policy with the Insurer'** – the terms and conditions of the insurance cover that the Insurer will provide to you; and
4. **'General conditions of both contracts'** which apply to both your contracts with Home 3 and the Insurer.

Your Payment
When you purchase a Home Emergency Insurance policy, Home 3 will collect a payment from you in advance, which comprises of a fee payable to Home 3 for services provided as described in Your Contract with Home 3 and the premium (including Insurance Premium Tax) payable to the Insurer for your policy.

Your Contract with Home 3
For its fee, Home 3 will, each year:

i. act as intermediary by introducing you to the Insurer and its product
ii. act as intermediary in connection with the making of your contract with the Insurer
iii. collect payments due from you and pay the premium to the Insurer on your behalf

While carrying out these activities, Home 3 must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

When you purchase the Home Emergency Insurance policy, you must pay Home 3 the fee for introducing you to the Insurer. Home 3's contract with you is fulfilled when you continue the policy at the end of the cooling off period and when Home 3 pays the premium to the Insurer. See the 'Cooling off periods' section in the 'General Conditions of both contracts' section for more details on your cancellation rights.

Home 3's full company name is Home 3 Assistance Limited (registered in the UK number 6594429) and the registered office address is 1 Future Walk, West Bars, Chesterfield S49 1PF.

Your policy with the Insurer
This section explains the terms and conditions of the cover that the Insurer will provide in return for your premium during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to your cover.

Your Home Emergency Insurance policy is underwritten by the Insurer, Mapfre Asistencia Compania Internacional de Seguros y Reaseguros Sociedad Anonima (FSA firm number 203401) a company incorporated in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FCO21974, acting through its UK branch registered in the UK with branch number BR008042 and whose principal office is at Alpha House, 24a Lime Street, London, EC3M 7HS, and which is entitled pursuant to EEA passporting rights to underwrite general insurance in the UK. All premiums paid in respect of your policy are deemed in law to have been paid to the Insurer when received by Home 3 from you.

All claims management and administration of this Home Emergency Insurance policy is provided by Home 3 acting as agent for the Insurer. This means that when you contact Home 3, you are deemed to be making contact with the Insurer.

The Insurer must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

Definitions
Unless the context otherwise provides, where the following words are shown in this document they shall have the following meanings:

Approved Contractor - A tradesperson authorised in advance by us to carry out repairs.
Broker - The company or individual that you purchased the insurance policy from.
Business Partner(s) - A business which has contracted with Home 3 to market this policy.
Call Out Charges - The approved contractor labour charges and repair materials up to the limits of cover as shown in your certificate of insurance.
Certificate of Insurance - The certificate issued by us to you confirming your cover under this policy.
Claim - Any claim you make under this policy.
Cover - The benefits available to you under this policy
Emergency - The result of a sudden and unforeseen incident at the business property which immediately:

i. Exposes the insured or a third party to a risk to their health or
ii. Creates a risk of loss or damage to the property or
iii. Renders the property unfit for people to live in.

Emergency Repairs - Work undertaken by an authorised approved contractor to resolve the emergency by completing a temporary repair.
Essential Services - Mains drainage to the boundary of the property; water, electricity and gas supplies within the property and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency.
Insurer, The Insurer - Mapfre Asistencia Compañia Internacional de Seguros y Reaseguros Sociedad Anonima, Registered Address; Alpha House, 24a Lime Street, London, EC3M 7HS, Registered number FC021974
Limits of Cover - The limits of cover payable towards the cost of the approved contractor in the event of an Emergency.
Period of Insurance - The period of insurance starting on the start date.
Permanent Repair - Repairs and/or work required to put right the damage caused to the property by the emergency.
Pests - Brown Rat, Black Rat, House Mouse, Field Mouse, Wasps Nest, Hornets Nest
Policy - These terms and conditions, the certificate of insurance, and any changes we may agree with you to such documents from time to time.
Premium - the amount payable to the Insurer (collected by Home 3) inclusive of insurance premium tax.
Property, Home - Your principal permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom. The property must not be used for commercial purposes of any nature including the letting of the property. You must be the legal owner of the property.
Roofing - The roof of the property which is solely your responsibility.
Start Date - The start date shown in your certificate of insurance.
Temporary Repair - A repair that will resolve an emergency but will need to be replaced by a permanent repair.
United Kingdom - England, Scotland, Wales and Northern Ireland
We, Us, Our, Home 3 - The Insurer in the 'Your Policy with the Insurer' section or Home 3 and the Insurer in the 'General Conditions of both contracts' section.
You, Your, the Insured - The person or people whose names appear on the certificate of insurance or who normally live at the property.

A: Your Benefits
A1: We will provide a 24 hour helpline for you to report your emergency.

A2: We will arrange an approved contractor to come to your home and carry out emergency repairs that are immediately necessary to:

i. Protect you against risk to your health
ii. Prevent a risk of loss or damage to the property
iii. Make your property safe and habitable

A3: We will provide assistance for emergencies relating to:

a. Plumbing and Drainage – the sudden or unexpected failure of, or damage to, the plumbing and drainage system which will result in internal water damage to your property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes (if there is only one toilet in the property) or leaking radiators.
b. Electrical/Gas Supply - the sudden, unexpected failure or breakdown of the electricity (or one phase thereof) or gas supply within your property.
c. Security and Glazing - the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered your property insecure.
d. Roof - damage to the roof of your home caused by storm or fallen trees and branches.

e. Pests - problems with pests in your home including cellars and adjoining outbuildings. In respect of Wasp and Hornets nests the cover extends to the garden of your home.
f. Primary Heating System – the complete failure or breakdown of either the heating and/or hot water supply provided by your primary heating system.

A4: In the event of an emergency, we will carry out an emergency repair. We will not cover any other repair work, including any work required to restore your property to its original condition prior to the emergency.

B: Conditions, Exclusions and Limits

B1: Conditions
Your cover under this policy depends on the following conditions:

1. You are responsible for informing the broker of any change in the information you have supplied to us. If you fail to do so, you may invalidate the policy;
2. No costs for repairs are payable under this policy, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number on your certificate of insurance and we have authorised the deployment of an approved contractor in advance;
3. You must take reasonable precautions to protect and maintain your property and the services within it. This policy does not cover normal day to day maintenance at your property or cover replacement of items as a result of wear and tear;
4. You must provide all the documents we ask for, including identification to our nominated agents and original receipts (not copies) for any expenses claimed under this policy;
5. You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this policy, which may have been caused by the action of a third party against whom you have a legal right of action;
6. You may not make a claim unless the premium has been paid; and
7. We will be entitled to decide on the most appropriate way to provide you with help, although we will take account of your wishes wherever possible.

B2: Limits of Cover
We will arrange and pay for emergency assistance of up to £500 per claim including; parts, labour and materials and VAT to carry out an emergency repair. Alternatively, if at a similar expense, we may decide to carry out a permanent repair.
Emergency Accommodation
In the event of the property becoming uninhabitable and remaining so overnight, we shall at your request arrange and pay up to £100 (Including VAT) toward:

i. Your overnight accommodation and/or
ii. Transport to such accommodation.

B3: Exclusions
1. This policy is not a household buildings or contents policy or an equipment maintenance contract. Therefore, the following are excluded from the policy:
   a. any leaking or dripping tap that requires re-washering or replacing;
   b. external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
   c. burst or leaking flexible hoses or leaking washing appliances that are fitted with a stop tap;
   d. external water supplies
   e. replacement of light bulbs and fuses in plugs;
   f. loss of keys for outbuildings, garages and sheds;
   g. breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
   h. damage to boundary walls, hedges, fences or gates;
   i. water supply pipes that you are not responsible for;
   j. boilers or heating systems over 15 years old;
   k. failure of boilers or heating systems that have not been maintained, inspected or serviced by an approved contractor in line with the manufacturers instructions;
   l. the replacement cost of your boiler if it is uneconomical to repair.

2. Expenses not supported by valid original receipt.

B4: Limitation of liability
Every effort will be made to provide you with the emergency assistance described in these terms and conditions. However, there may be times when it is not possible to arrange assistance due to circumstances beyond our control, for which we cannot be held liable.

We will not be liable for any of the following:

a. Loss or damage arising from circumstances known to you prior to the start date of this policy.
b. The cost of replacement parts due to natural wear and tear.
c. Loss or damage however caused to the contents of the property or personal items such as paintings, electrical goods, jewellery, clothing etc.
d. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
e. The cost of any work, which was carried out without our approval, including any cost relating to the attempted repair by you or your own contractor.
f. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
g. Any emergency in a property that has been unoccupied for more than 30 consecutive days.
h. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective material or river or coastal erosion.
i. Obsolete or unobtainable parts due to the age of your boiler or heating system.
j. Any loss or damage arising as a consequence of:
   - War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
   - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

k. Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.
l. The cost of repair to swimming pools and any decorative features such as hot tubs, fountains or ponds, and all associated plumbing and filtration systems.
m. Any repair or replacement of flexible cable.
n. Callout charges where there is no emergency or where no fault is found.
o. Any claims arising within the first 14 days after the start date.

B5: Length of Policy and Premiums
Your cover begins on the start date and continues for a period of 12 months.

B6: Other insurance
If you have any other insurance or maintenance contract which covers any of the benefits set out in this policy, you must tell us about this when you make a claim. We will not pay more than our share of any claim covered by other insurance.

B7: Dishonest Claims
If you make a claim which is in any way dishonest, the policy shall become void. If we pay any benefit and later discover that your claim was dishonest, we will take steps to get the money back.

B8: Setting Aside Terms and Conditions
If we or the insurer chooses to set aside an exclusion, term or condition of this policy, this will not prevent us or the insurer from relying on that exclusion, term or condition in the future.

C: Claims

C1: Making a Claim
Before requesting assistance and making a claim, please check that the circumstances are covered by this policy.

If you experience an emergency at your property please telephone the emergency helpline number quoting the property address and provide details of the problem. We will then aim to arrange a suitable approved contractor to visit the property, as agreed with you and the approved contractor, to make an emergency repair.

You should contact your supply company and/or the public emergency services if you have a major emergency that puts someone in danger, which could result in personal injury or in serious damage to property.

If you need to claim for expenses you have paid, and which are covered under this policy, you will need to request a claim form to fill in and return to us. All claims and supporting documents must be received within six months of the emergency. Please remember to include all the documents that we ask for, including original receipts (not copies) for any expenses claimed for. If you do not, we will not be able to process your claim until we have received them. If we have received all the documents that we need, we aim to process these claims within 14 days.

C2: Disputed Claims
If you are unhappy with a decision we have made you have the right to appeal. You must do this within 90 days of the claim decision. If you would like to appeal, please write to:

The Appeals Team, Home 3 Assistance Ltd, 1 Future Walk, West Bars, Chesterfield S49 1PF

Please note that when processing and settling claims and appeals, Home 3 does so as agent for the insurer and not as agent for any policyholder. Accordingly, any amount due to you in settlement of a claim is not deemed in law to have been paid out until received by you.

General Conditions of Both Contracts

Cooling-off Period
Remember that you have a right to cancel your contracts. If you decide to cancel within 14 days of your start date, please contact your broker. Please note that if you choose to cancel your cover outside of the cooling off period shown above, you will not be entitled to a refund.

Cancellation
1. The Insurer will cancel your policy if it does not receive your premium.
2. We will cancel your cover if you have at any time:
   a. Given us false or incomplete information;
   b. Agreed to help anyone try to take money from us dishonestly; or
   c. Failed to meet the terms and conditions of these contracts or to act openly and honestly towards us.
3. We have the right to cancel your cover at any time, by giving you 30 days' notice in writing

Complaints

Please contact your broker if you have a complaint regarding the sale or administration of your policy

If you have a complaint with regards to the claim, please write to Customer Care Manager, Home 3 Assistance Ltd, 1 Future Walk, West Bars, Chesterfield S49 1PF.

We will do our best to answer your query within five working days. If we have not replied to your complaint by then, we will send you an acknowledgement letter to keep you informed of progress.

If it is impossible to reach an agreement you have the right to refer your complaint to The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR. This procedure will not prejudice your right to take legal proceedings, however please note that there are some instances when the FOS cannot consider complaints.

Please note that the Ombudsman will not be able to help unless you have first taken your complaint to Home 3 and your subsequent appeal is made within 6 months of our final reply.

Governing law
These contracts are governed by and must be interpreted in accordance with the laws of England and Wales, unless you live in Scotland (in which case Scottish law will apply) or unless you and the Insurer agree otherwise. You and we agree that contract terms will be issued in English.

Who Regulates Us
Home 3 and the Insurer, are authorised and regulated by the Financial Services Authority. You can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0300 500 5000. Home 3's Firm Reference Number (FRN) is 496336.

Consumer Protection
Home 3 and the Insurer are covered under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Insurance advising and arranging is covered for 90% of the claim with no upper limit. Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the insurer or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN

Recording Calls
Home 3 records all phone calls from policyholders and other consumers. This is to:

a. provide a record of the instructions we have received from you;
b. allow us to monitor quality standards;
c. help us with staff training; and
d. meet legal and regulatory requirements.

All communications and contract documents will be in English unless otherwise agreed.

Special needs
This information can be supplied in Large Print, Braille or Audio on request.

Data Protection Notice - Your Details
The Insurer will use the information you provide:

a. to manage your policy and provide the benefits described in these terms and conditions;
b. for underwriting purposes;
c. to collect payments when due; and
d. to process any claim you make in connection with these terms and conditions.

Home 3 may ask our business partners for details of changes in your address and other information and financial details so that it can update its records. This may include, but is not limited to, new bank account details from which to collect your premium and for information about changes to your contact details (e.g. phone or fax or email addresses).

Home 3 may pass your information to our approved suppliers so we can send correspondence to you. When you ask us to arrange an approved contractor, your name and address will be disclosed to them so that the required assistance can be provided.

Home 3 may pass your information to its business partners. Home 3 and our business partners may also use your information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If you would prefer this not to happen, please let Home 3 know at any time during your policy.

To avoid contacting you unnecessarily about products you may already have, Home 3 will compare your details with information on prospect files prepared by our business partners. When we do this we may need to tell our business partner that you have a policy with us and disclose enough data to enable them to identify you on their files.

By taking out this policy you consent that for the better performance of this contract we may transfer your data outside the European Economic Area.

You have a right to see all the information we hold about you. If you would like to see this information, please write to:

The Compliance Manager, Home 3 Assistance Ltd, 1 Future Walk, West Bars, Chesterfield S49 1PF

Please note that there will be a separate administration charge for this service.

If we or the insurer chooses to set aside an exclusion, term or condition of this policy, this will not prevent us or the insurer from relying on that exclusion, term or condition in the future.

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