



Encore Policy Terms and Conditions

Encore will provide the services and benefits described in this policy:

- during the Period of Insurance
- within the Geographical Limits
- following payment of the premium;

We will provide the services and benefits on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this Policy meets Your individual requirements.

This insurance is effected in England and is subject to the laws of England and Wales.

XXXXXXXXXX and XXXXXXXXXXX are authorised and regulated by the Financial Services Authority.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

THE AIMS OF THIS INSURANCE

This insurance is a Home Emergency policy and not a household buildings or /contents policy. It should complement Your household insurance policies, and provide benefits and services which are not normally available under these policies.

This policy does not cover normal day-to-day Home maintenance which You should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the de-scaling of central heating pipes or the replacement of tap and cistern washers.

We undertake to provide rapid, expert help if You suffer a Home Emergency arising from an incident covered under the policy. We will arrange for one of Our nationwide list of approved Contractors to attend and take action to stabilise the situation and resolve the emergency.

MEANING OF WORDS

Wherever the following words and phrases appear in this policy they will always have these meanings:

Insurer: XXXXXXXXXXXXXXX are authorised and regulated by the Financial Services Authority.

We/Our/Us: XXX

Emergency Repairs:

Sections 1-6: Work undertaken by a Contractor to resolve the Home Emergency by completing a temporary repair, which will resolve the emergency but may need to be supplemented by a permanent repair. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair. This condition does not apply to Primary Heating System cover where the part is not available at the point of call out.

Section 7: Work undertaken by a Contractor in dealing with the professional extermination and/or control of Pests in the event of a Home Emergency.

Geographical Limits: The mainland of Great Britain.

Home: The private dwelling, together with garage(s) and outbuildings, all used only for Your domestic purposes, and situated within the Geographical Limits at the address shown on the Schedule.

Home Emergency: A sudden unexpected event occurring during the Period of Insurance, involving Your Home which, in Our opinion, exposes the Insured Persons to a risk to their health, or necessitates immediate remedial action to render the Home safe or secure, and avoid damage or further damage, or restoration of the Main Services.

Insured Person(s)/You/Your: The person named on the Schedule, together with the members of Your household normally residing with You.

Limit Of Cover: For each claim The Insurer will pay the amount shown below (including VAT), for Emergency Repairs to resolve the Home Emergency, comprising call-out, labour, parts and / or materials:

Sections 1 to 7: £500
Section 8: £100

Main Services: Mains drainage to the boundaries of the Home, water, electricity and gas within the Home and the Primary Heating System or hot water where no alternative exists.

Pest(s):

- a. wasps' and/or hornets' nests;
- b. rats;
- c. mice.

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.

Period Of Insurance: The period shown on the policy schedule.

First Period Of Insurance: The first Period Of Insurance insured with Us.

Contractor: A Contractor carrying out repairs approved and authorised by Us.

WHAT IS COVERED

In the event of a Home Emergency the costs, up to the Limit Of Cover for a Contractor to carry out Emergency Repairs in the event of:

- 1) **Burst pipes or sudden leakage** likely to cause damage to the Home or its contents.
- 2) **Failure of Your domestic water mains supply, electricity** (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of Your domestic hot water heating.
- 3) **Total failure and/ or breakdown of Your Primary heating system.**
- 4) **Inoperable toilet**, breakage of the internal mechanism within the cistern which prevents flushing and creates an emergency as there is no other toilet in the Home.
- 5) **The Home being made insecure** due to the Home's external locks, doors or windows have either failed completely or been damaged. Including the loss of the only available key to the property.
- 6) **The roofing, downpiping or guttering failing** and further water damage being a likely result of such failure.
- 7) **An infestation of Pest(s)**

Additional Cover

8) Uninhabitable Accommodation

In the event of the Home becoming uninhabitable and remaining so overnight The Appointed Representative, will at their discretion, arrange and pay up to £100 including VAT in total for.

- i) Your overnight accommodation &/or
- ii) Transport to such accommodation

REPORTING A CLAIM

First check the circumstances are covered.
Having done this telephone XXXXXXXXX immediately stating Your policy number, on:

XXXXXXXXXXXXXXXXXX

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY OR, IN CASE OF DIFFICULTY, TO THE EMERGENCY SERVICES.

SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID UK ON 0800 111 999.

1. What Is Not Covered

- 1.1 normal day-to-day maintenance or any matter that is not a Home Emergency
- 1.2 breakage of internal glass or of any basin, bath, bidet or shower base;
- 1.3 failure of any services where the problem is situated outside the boundary of the plot of land on which Your Home is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible;
- 1.4 the cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the fabric of the Home;
- 1.5 damage incurred in gaining necessary access;
- 1.6 breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

2. What is not covered in connection with the Primary Heating System/ warm air unit or hot water

- 2.1 air locks in the central heating piping;
- 2.2 the re-lighting of central heating boilers;
- 2.3 failure of zone or changeover valves or energy management systems;
- 2.4 any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity;
- 2.5 breakdown and/or failure of Economy 7 Storage Heater(s);
- 2.6 any boiler or warm air unit more than twenty years old;
- 2.7 replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
- 2.8 any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturer's instructions. Any recommendations following servicing should be carried out and the costs will be Your responsibility;
- 2.9 any intermittent or reoccurring fault;
- 2.10 any water pressure adjustments or failure caused through hard water scale or sludge;
- 2.11 fuel lines including gas leaks;
- 2.12 any re-lighting of the pilot light (please refer to manufacturers handbook), or the incorrect operation or routine adjustments of time or temperature controls;
- 2.13 any boiler or system noise;
- 2.14 any radiator valves.

3. General Exclusions

- 3.1 Pre-existing problems or circumstances known to You at the time You purchased the insurance and which You did not notify to Us.
- 3.2 Any costs incurred where You have not notified Us and obtained Our prior authorisation.
- 3.3 Damage to Home contents.
- 3.4 Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.

- 3.5 Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
- 3.6 Callout charges if there is no-one at the Home when the Contractor arrives.
- 3.7 Any additional charges or costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
- 3.8 The interruption or disconnection of utility services to the Home however caused, or the failure or breakdown of the electricity, water or gas supply.
- 3.9 Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this policy).
- 3.10 Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by Our Contractor to ensure that the original fault has received a definitive repair.
- 3.11 Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
- 3.12 Any claim when the Home has been left unoccupied for more than 30 consecutive days.
- 3.13 Any claim directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d. war, terrorism, piracy, riot, revolution or other similar event;
 - e. any software, stored program, computer, device or system failing (or partly failing) because of a date-based event.
- 3.14 Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
- 3.15 Any legal liability or consequential loss arising from the provision of, or any delay in providing the services to which this policy relates.
- 3.16 Costs associated with another property or communal/shared areas if Your Home is in a multiple-occupancy or multiple-usage block or building.
- 3.17 Equipment which has not been installed serviced or maintained in accordance with statutory regulations or 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.
- 3.18 Costs incurred where no fault is found.

4. General Conditions

- 4.1 The minimum period You may hold this policy is 12 months. If You fail to pay any premium on the date due **XXXXXXXXXXXX** will notify You in writing within 5 working days and Your policy will be suspended immediately. Full payment will be required within 30 days of the due dates. If this is not received Your policy will be cancelled. Your policy will be reinstated once full premiums have been received, subject to no claims in the interim period.
- 4.2 You should declare all facts which are likely to affect this insurance. Failure to do so may prejudice Your entitlement to claim, and if You are uncertain as to whether a fact is material, it should be disclosed to Us.
- 4.3 You should carry out or arrange for normal continuous maintenance of Your Home and on the systems servicing the Home and You must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and a copy of the service documentation will be required for our records.
- 4.4 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.

- 4.5 Your full compliance with the terms and conditions of this policy is necessary before a claim will be paid.
- 4.6 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy all benefit and any premium paid shall be forfeited.
- 4.7 The Insurer may take proceedings at its own expense in Your name to recover any money paid under this policy.
- 4.8 You must notify Us immediately a claim occurs. If for any reason We authorise You to use a contractor You appoint You should obtain an estimate for the work and contact Us for authorisation to continue, You will supply Us with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by Us at Your own expense.
- 4.9 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, We offer You the option of resolving this by using the arbitration procedure We have arranged. Please see the Complaints Procedure. Using this service will not affect Your legal rights.
- 4.10 This policy is subject to the laws of England and Wales.
- 4.11 It is a condition precedent to Our providing the services detailed in this policy, that You undertake to promptly pay the Contractor or XXXXXXXX for all work authorised by You which is not covered under this policy.
- 4.12 If You intend to leave Your Home unoccupied when cold weather is normally expected, You must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

COMPLAINTS PROCEDURE

We are committed to providing you with a first class service at all times. If, however, you are not happy with any part of the service You have received then You should initially contact the Us at the address below. We will send a full response within five working days or tell you within that time when you can expect a response.

...in writing XXXXXXXXXXXXXXXXXXXXX or
 ...by phone XXXXXXXXXXXXXXXXXXXXX

If you are still not satisfied then you can refer the matter to:

...in writing **The Customer Relations Officer, XXXXXXXXXXXXXXXXXXXXXXXX** or
 ...by phone: **XXXXXXXXXXXXXXXXXXXXX**

If Your complaint still remains unresolved You may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals and small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million. The address is:

...in writing **Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall,
 London, E14 9SR;** or
 ...by phone: **0845 080 1800**

www.financial-ombudsman.org.uk

The Financial Ombudsman’s Service decision is binding upon **Us**, but **You** are free to reject it without affecting **Your** legal rights.

Financial Services Compensation Scheme

XXXXXXXXXXXXXXXXXX and XXXXXXXXXXXXXXXXXXXX are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if XXXXXXXXXXXXXXXXXXXX and XXXXXXXXXXXXXXX are unable to meet their obligations. General insurance and insurance advising and arranging are covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. More information can be obtained from the www.fscs.org.uk website.

CANCELLATION PROVISIONS

Right to return the insurance document: You have the right to cancel Your policy of insurance within 14 days from the date of issue or receipt of policy terms and conditions, whichever is the later, by sending Us written notice and returning the insurance documents. This is known as the 'withdrawal period'. We will refund to you any premium you have paid and we will recover from you any payments we have made.

Cancellation by the Insured Person If You subsequently give notice in writing to Us to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. The policy of insurance is a 12 month contract, as such if the policy is cancelled within the first year of cover and the premium has been paid in full, no return of premium will be made. If the premium is paid by monthly direct debit and the policy is cancelled after the first 14 days the following charges will be applied:

- 1st Quarter: £60
- 2nd Quarter: £45
- 3rd Quarter: £30
- 4th Quarter: £15

If the policy is cancelled and a claim has been made You are liable for the premiums in full for that year.

Cancellation by Us: We may give 14 days notice of cancellation of this policy by recorded delivery letter to you at your last known address.

Effective time of cancellation: This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

DATA PROTECTION ACT 1998 NOTICE

We and the Insurer collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. Your information will not be kept for longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We or the Insurer will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information held on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We or the Insurer hold Your information on paper or in electronic form.

Enquiries in relation to data held by Us or the Insurer should be directed to the Customer Service Manager, XXX

STANDARD OF WORKMANSHIP

XXXXXXXXXXXX will monitor the progress of your assistance but cannot be responsible for the repair work provided by a Contractor.

ANNUAL INSPECTION – if purchased with this policy

The Annual Inspection is arranged by XXXXXXXXXXXXXXXX and undertaken by XXXXXXXXXXXXXXXX – this is separate to this Insurance Policy – who retains the service fee for payment to the Authorised Service Agent/Contractor.

The Authorised Service Agent/Contractor will arrange with You a date for the Full Annual Inspection during April to September of the period of cover. Please note services are undertaken Monday to Friday, 9.00am to 5.00pm.

TERMS OF BUSINESS

Who are we?

XX

Who owns us?

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Advice

You will not receive advice or recommendation from us. We will give you information about a product but cannot make a decision for you.

Charges

In addition to premiums charged by insurers we make the following charges:

Duplicate Documents	£20.00
All mid term adjustments	£20.00
Cancellation of the policy within the first 14 days	You have the right to cancel Your policy of insurance within 14 days from the date of issue or receipt of policy terms and conditions, whichever is the later, by sending Us written notice and returning the insurance documents. This is known as the ‘withdrawal period’. We will refund to you any premium you have paid and we will recover from you any payments we have made.
Cancellation of the policy after the first 14 days	Your policy is a contract for 12 months. If your insurance is cancelled for any reason after the first 14 days the following charges will be applied if you pay by monthly Direct Debit: <ul style="list-style-type: none"> • 1st Quarter: £60 • 2nd Quarter: £45 • 3rd Quarter: £30 • 4th Quarter: £15

There will be no return of premium if a claim has been made during the current year of insurance. If you pay by monthly Direct Debit installments, please also refer to your credit agreement.

Other charges that may apply

If you are paying your premium by monthly instalments on Direct Debit we reserve the right to apply a charge of £20 for any unsuccessful collection of monthly installments.

Your duty to disclose

It is important that all information you give us verbally or in writing when proposing for, or making changes to your insurance or making a claim is full and correct, and that you tell us about changes such as sum insured, address, occupation etc. Failure to do so could invalidate your policy or claims made under it. Under the conditions of your policy you must tell us about any insurance related incidents. When you tell us about an incident we will pass information relating to it to a database.

Fraud Prevention, Detection & claim History

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.