



# BREVENT insurance

## emergency assistance

**Insured: Pavilions (Gosport) Management Company Ltd**

**Insured from: 01/05/2009 to: 30/04/2010**

**Insured address: Flats 32-46 Pavilion Way  
Gosport. PO12 1FE**

**Premium: £547.50**

### Insured Domestic Emergency Assistance Service Certificate & Policy Details

Administered by Brevent Insurance Services Limited  
Underwritten by DAS Legal Expenses Insurance Company Limited

**Policy No: TS3/4965467**

### Important information Emergency Assistance

This is your Emergency Assistance policy wording - it includes everything you need to know about the emergency cover available under the policy. This policy will not cover general maintenance issues. We suggest you keep this document in a safe and easily accessible place as you will need to refer to it in an emergency. This policy is designed to offer **24 hour assistance** within your home or communal hallways for emergencies associated with:

- Plumbing and Drainage
- the Main Heating System
- your Domestic Power Supply
- the Toilet Unit
- Home Security
- Lost Keys

**Act quickly in the event of an emergency  
and call the assistance helpline on**

**0800 030 4660**

#### When the Emergency Assistance Service cannot help

The insurer cannot help in any major emergency which could result in serious risk to you or substantial damage to your home.

In this situation, you should immediately contact the Emergency Services by dialing 999 and any company that supplies the service.

**In the event of a suspected gas leak, immediately phone the National Gas Emergency Service on 0800 111 999.**

#### Welcome to the Emergency Assistance Insurance Policy

To make sure that you get the most from your Emergency Assistance insurance cover, please take the time to read this policy, which explains the contract between you and the insurer. If you have any questions or would like more information, please contact Brevent Insurance on 01268 858083.

#### To use the Emergency Assistance Service

To make a claim under your policy, please telephone the insurer on 0800 030 4660 straight away and provide the following information:

- your name and the insured home address including postcode;
- the nature of the home emergency.

The insurer will tell you what to do next. The telephone line is available 24 hours a day.

Once you have given the insurer the details of your emergency claim and the insurer has accepted it, they will arrange for an approved contractor to assist you as quickly as possible.

It is important that you contact the insurer's assistance operation centre as soon as possible after a qualifying home emergency and within 48 hours of becoming aware of the problem. If the home emergency affects your neighbours, please advise them that you have already contacted the insurer.

Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to the insurer are monitored and recorded as part of their training and quality assurance programs. By using this service you are agreeing to the insurer recording your call.

#### Important Information about the Emergency Assistance Service

Before requesting assistance please check that the circumstances are covered by this policy.

The insurer will not pay any claim unless they have given their agreement, or if there is no one at home when the approved contractor arrives.

No emergencies are covered in the first 48 hours of taking out this policy.

This insurance policy is administered by:

**Brevent Insurance Services Limited**  
20 Western Road, Benfleet, Essex SS7 2TN.  
Registered in England & Wales.  
Company number: 5791452  
Firms FSA reference number: 452911

This insurance policy is underwritten by:

**DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.**  
Registered in England and Wales.  
Company number: 103274  
Firms FSA reference number: 202106

Both companies are authorised and regulated by the Financial Services Authority.

#### Data Protection

Details of you, your insurance cover, and claims will be held by the above parties for administration, underwriting, processing, claims handling and fraud protection subject to the provisions of the Data Protection Act 1998.

#### If you are unhappy with the Emergency Assistance Service

Brevent and their insurance partners will always try to deliver you a quality service.

If you think Brevent or the insurer have let you down, please write in the first instance to the Managing Director at Brevent Insurance, 20 Western Road Benfleet Essex SS7 2TN and he will try to help.

If it is necessary to refer the matter to the Insurer, Brevent Insurance will advise you within 5 working days.

In the event that you are not happy with any response, you can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR or e-mail: [complaint@theiob.org.uk](mailto:complaint@theiob.org.uk).

#### THE MEANING OF WORDS IN THIS POLICY

##### 1. Insurer

DAS Legal Expenses Insurance Company Limited.

##### 2. You, your

The person/s or organisation who has taken out this policy.

##### 3. Insured person

You and any person who lives in or is staying at your home and has a right to claim under the terms of this policy.

##### 4. Home

The property or apartment you have taken out this insurance for situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

The meaning of words in this policy continued overleaf.

## Meaning of words in this policy continued

### 5. Home emergency

A sudden unforeseen event which requires immediate corrective action to:

- (a) prevent damage or further damage to your home; or
- (b) to make your home safe or secure; or
- (c) alleviate unreasonable discomfort, risk or difficulty to any insured person.

A home emergency to any communal area within the boundary of your home will also be covered but only if the home emergency is likely to prevent access, or cause further damage or risk to you or your home.

### 6. Period of cover

The period for which the insurer has agreed to cover you and for which a premium has been paid.

### 7. Main heating system

The main hot water or central heating system in your home. This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems (eg. Boilers with an output over 60 KW/hr) or any form of solar heating.

### 8. Plumbing and drainage

The cold water supply and drainage system within the boundary of your home and for which you are legally responsible. This does not include pipes:

- which connect components of the heating system; or
- for which your water supply or sewerage company are responsible.

## COVER

1. Your policy only covers you if you have paid the insurance premium for this policy.

The insurer agrees to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as the home emergency happens during the period of cover.

2. If the service you need is not provided under these terms, the insurer will try (if you wish) to arrange it at your expense. The terms of such service are a matter between you and your supplier.

3. The insurer will pay up to £500 (including VAT) for:

- (i) a single call out charge and up to 2 hours' labour costs; and
- (ii) parts and materials subject to a maximum of £100 including VAT;

to provide assistance for a home emergency which arises from an insured incident, except where the home emergency affects a communal area.

### Communal areas

4. The insurer will pay up to £5,000 (including VAT) to provide assistance for a home emergency which arises from an insured incident and affects a communal area within the boundary of your home, if the home emergency:

- (i) prevents access to your home; or
- (ii) puts you at risk of injury; or
- (iii) risks further damage to your home.

## INSURED INCIDENTS

### (a) Plumbing and drainage

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in your home.

### (b) Main heating system

The sudden failure to function of the main heating system in your home.

### (c) Domestic power supply

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

### (d) Toilet unit

Impact damage to, or mechanical failure of, the only toilet bowl or cistern in your home which results in complete loss of function.

### (e) Home security

Damage to, or the failure of, external doors, windows or locks which compromises the security of your home.

### (f) Lost Keys

The loss of the only available set of keys to your home if you cannot replace them, or gain normal access.

**In the event of roof damage, we recommend that you contact your Buildings insurer claims service without delay.**

## WHAT IS NOT COVERED BY THIS POLICY

1. Any claim following an insured incident which happens during the first 48 hours from the start of your period of cover.
2. Any incident or matter arising before the start of this policy.
3. Any normal day-to-day home maintenance which an insured person should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention. This includes any leakage or dripping tap that requires re-washing or replacing, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary ware.
4. The cost of redecorating, or cosmetic repairs to parts or equipment in your home.
5. Any claim where your home has been left unoccupied for 30 consecutive days.
6. Any claim arising from an insured person's failure to comply with the insurer's instructions in respect of the assistance being provided.
7. Any costs incurred before an insured person has notified the insurer of a home emergency.
8. Claims arising from any wilful or negligent act or omission by an insured person.
9. Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
10. Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
11. Any claim relating to swimming pools and their plumbing or filtration systems.
12. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
13. The malfunction or blockage of septic tanks, cess pits or blockages due to the failure to empty such items, fuel tanks.
14. Damage incurred in gaining necessary access to, or in reinstating the fabric of your home.
15. Any claims arising out of subsidence, landslip or heave.
16. Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
17. Any claim related to an insured person's failure to purchase or provide sufficient gas, electricity or other fuel source.

18. Any costs incurred where the approved contractor has attended but your home was unoccupied.

19. Toilet damage where there is another working toilet within the home.

20. Home emergencies caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
  - pollution or contamination of any kind.
21. Where the insured home is sub-let, any claim arising in relation to the:
    - Main Heating System where there is not a current a current CORGI Landlord's gas inspection certificate available for inspection within the property in the event of an emergency.
    - Domestic Power Supply where the property is over 4 years old and the Landlord does not have a record of an approved electrical inspection conducted within the past 5 years.

22. Apart from the insurer, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

## CONDITIONS

1. Claims must be reported to the insurer as soon as possible and no later than 48 hours after you first become aware of the home emergency.
2. An insured person must:
  - (a) keep to the terms and conditions of this policy;
  - (b) maintain the home and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the home;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) take reasonable steps to keep any amount the insurer has to pay as low as possible.
3. The insurer can cancel this policy at any time as long as the insurer tells you at least 21 days beforehand.
4. The insurer will make every effort to provide the service at all times, but they will not be responsible for any liability arising from a breakdown of the service for reasons they cannot control.
5. The insurer will not be responsible for any consequential loss in connection with the home emergency, however it is caused.
6. The insurer will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 7 This insurance policy is governed by English law.

**Brevent Insurance Emergency Assistance Policy details – December 2008**