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Home Emergency 250 ...all you need to know



direct line

A GOOD DEAL BETTER

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	job title	HR1410909NOV09REPRINT	language	N/A	
	order no	GF170631-2009	country	UK	

880141v1

Direct Line Home Emergency 250 Policy

This policy is evidence of the contract between us, Direct Line Insurance plc, and you, our policyholder.

We will provide this insurance during the period of insurance shown in your home insurance schedule and under the conditions set out in this policy.

Any word or expression which has a particular meaning will have the same meaning wherever it may appear.

Under European law, you and we may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

Direct Line Insurance plc is authorised and regulated by the Financial Services Authority.

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Meanings of words

The following definitions apply to this policy only. In this section A the words below will have the following meanings.

Authorised repairer	a person, company or organisation appointed by us to temporarily or permanently put right an emergency, carry out emergency repairs, or prevent further damage where possible.
Call-out	sending an authorised repairer out after you ask for emergency assistance, even if you then cancel your request.
Electrical supply	the permanent electrical system supplying power to wall sockets, switches, bulb sockets and fuse boxes which are inside your home and beyond the electric meter.
Emergency	an incident in the home that happens during the period of insurance and which, if not dealt with quickly, will: <ul style="list-style-type: none"> • make the home unsafe or insecure for you;

Emergency assistance

- cause damage to the home and its contents; or
 - result in the home losing its main source of lighting or water (hot or cold).
- work carried out by an authorised repairer to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage.

But not

permanently putting right paths and driveways that need to be removed or replaced in order to deal with the emergency.

Geographical limits

the United Kingdom including the Isle of Wight, the Isle of Man, Northern Ireland and the Channel Islands.

But not

the Scilly Isles or the Scottish Islands.

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Home

the private home at the address shown in your home insurance schedule, together with integral or attached garages used for domestic purposes.

But not

detached garages and outbuildings.

Internal plumbing and drainage

the fixed sanitary fittings, hot or cold water supply and storage and drainage systems which you are responsible for and that are within the home.

Period of insurance

the period you are insured for, as shown in your Direct Line home insurance schedule.

Permanent repair

repairs or work needed to put the emergency right.

Pests

- a) wasps' nests;
- b) hornets' nests;
- c) mice;
- d) rats;
- e) grey squirrels.

Radioactive contamination

- a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

Security

the locks to doors and windows on the outside of the home.

Temporary repair

repairs or work that may be needed to put an emergency right but which may need to be replaced by a permanent repair.

Terrorism

any person or people, whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

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Meanings of words (continued)

Underground external drainage

the drainage pipes and sewers within the home, together with those underground and outside the home which you have a legal responsibility for, but only as far as the junction with the mains services.

But not

cesspits, septic tanks, treatment plants and associated pipe work and equipment.

Uninsurable risks (risks we do not insure)

- a) wear, tear and reduction in value;
- b) damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin;
- c) damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item or items; or
- d) any other damage caused gradually.

You, your, yours

the person named as the policyholder in the home insurance schedule or any person authorised by you to be in the home at the time of the emergency.

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Important information

1 Your right to cancel

Please read the policy carefully. If, after reading the policy booklet, you decide that this insurance is not suitable for you, please contact us within 21 days of receiving your documents. We will cancel your policy as long as you have not made or do not intend to make any claim. You will not be entitled to any refund of Home Emergency 250 premiums as this is a free home emergency policy. Cancellation of your Home Insurance policy, for whatever reason, will automatically cause cover under this policy to end immediately. This free Home Emergency 250 policy is valid for one year from the start of your Home Insurance policy and cannot be extended beyond that date.

2 How to make a Home Emergency 250 claim

To make a claim, phone **0845 246 1216**.

3 How to complain


If you need to complain, please call us on our priority number **0845 303 5680**. If your complaint is about a claim, contact your claims handler whose details will be shown in your claim documents. If you want to complain in writing, send your letter to one of the following:

- a) For complaints about claims, write to the Regional Customer Service Manager at the address shown in your claim documents.
- b) For all other complaints, write to the Customer Relations Manager at Churchill Court, Westmoreland Road, Bromley BRI IDP.

If we cannot resolve the differences between you and us, you may refer your complaint to the Financial Ombudsman Service (FOS). The address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, phone **0845 080 1800**.

4 Details about our regulator

We are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority's website, which includes a register of all regulated firms, at **www.fsa.gov.uk**. Or you can phone the Financial Services Authority on **0300 500 5000**. The Financial Services Authority registration number for Direct Line Insurance plc is 202684.


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Important information (continued)

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. (90% of the whole claim with no upper limit after 31/12/09) For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme www.fscs.org.uk

5 Meeting your needs

We have not given you a personal recommendation as to whether this policy is suitable for your needs.

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Section A – Home Emergency

Cover provided

If there is an emergency in your home, we will:

- a) tell you how to immediately protect yourself and the home;
- b) send an authorised repairer to your home or arrange an appointment for an authorised repairer to visit your home at an agreed time; and
- c) organise and pay the cost of providing emergency assistance, including the cost of the call-out, labour at the home and parts up to a total of £250 a call out (including VAT) for the areas detailed in this section A.

If a major emergency could result in serious damage or danger you should immediately report it to the gas, electricity or Water Company, the local authority or the emergency services. If you ever smell gas or discover a leak, you should call Transco on **0800 111 999**.

1 Electrical wiring

We will pay the cost of emergency assistance needed as the result of the permanent electrical supply in your home failing.

But not

any electrical wiring that is not permanent, such as fairy lights, or is outside of the home, such as wiring to satellite dishes, aerials and so on.

2 Plumbing and drainage

We will pay the cost of emergency assistance that is necessary as a result of an emergency to:

- a) internal plumbing and drainage; and
- b) underground external drainage.

But not

- a) the costs of repairs to the underground water supply of your home;
- b) shared drainage facilities, except within the boundary of your home;
- c) more than your share of the costs, if the property is a flat or a maisonette;
- d) after your home has been unoccupied for more than 60 days in a row.

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Section A – Home Emergency (continued)

3 Security

We will pay the costs of emergency assistance needed as a result of the locks in doors and windows on the outside of your home not working or being damaged.

But not

- a) replacement locks as a result of the theft or loss of keys to the home;
- b) the repair or replacement of any intruder or alarm systems;
- c) damage to outside windows or glass in doors, unless it leaves the home unsafe or insecure;
- d) emergency assistance after your home has been unoccupied for more than 60 days in a row.

4 Pests

We will pay for the cost of treatment needed because of pests in the home that cause an emergency.

But not

- a) after your home has been unoccupied for more than 60 days in a row; or
- b) if you have failed to follow our recommendations on preventing and controlling pests.

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General conditions which apply to Home Emergency 250

1 Asking for emergency assistance

You must contact us immediately whenever an emergency arises that may result in a call out.

To ask for emergency assistance you must call the helpline on 0845 246 1216 within 24 hours of discovering the emergency, and not contact a repairer.

2 Preventing Loss

You must take all reasonable steps to prevent loss, damage or breakdown and to keep the home, its systems and appliances in a good state of repair.

3 Spare or replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

4 Pay on use

If an emergency that is not included under Home Emergency 250 arises, where possible, we can arrange for an authorised repairer to call at your home but you will have to pay all costs involved and the

contract for the services will be directly between you and the repairer. The use of this service is not considered to be a call out.

5 Policy terms and conditions

You and any other person entitled to benefit under this policy must keep to its terms, conditions and endorsements.

6 Cancellation

- a) You may cancel the policy by giving us written notice. You will not be entitled to any refund of Home Emergency 250 premiums as this is a free home emergency policy. Cancellation of your Home Insurance policy, for whatever reason, will automatically cause cover under this policy to end immediately.
- b) We may cancel the policy by sending seven days' written notice to you at your last known address.

7 Fraud

If any claim or part of a claim is fraudulent or false, the policy will be cancelled and all cover under it will end.

Failure to comply with General Conditions 1, 2 and 5 may result in your claim being rejected.

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General Exclusions that apply to Home Emergency 250

We will not pay for the following:

1. Any loss or damage arising before the start of cover or during the first 14 days of cover.
2. The cost of providing emergency assistance to any home that is in the Scilly Isles or the Scottish Islands.
3. The cost of any work which is carried out before we approve it or by anyone other than an authorised repairer.
4. Any items that need replacing as a result of normal use (such as replacement light bulbs and fuses in plugs).
5. The cost of providing emergency assistance as a result of the main source of heating in the home failing.
6. Any loss or damage caused by uninsurable risks.
7. Any loss or damage deliberately caused by you or by anything you do not do.
8. Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, movement of the land your home is on (subsidence, heave or landslide), malicious damage, theft or attempted theft (except if the emergency relates to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of faulty materials.
9. Further loss or damage of any kind resulting from an emergency.
10. Any loss or damage arising outside the legal boundaries of the home, except as provided under the definition of underground external drainage.
11. Any loss or damage arising from public services to your home being interrupted or disconnected, or from the main electricity, water or gas supply not working properly or breaking down or gas leaks.
12. Any system or equipment which has not been installed, maintained or repaired in line with the manufacturer's instructions, or has not been used or altered properly, or which is faulty as a result of a manufacturer's or designer's fault.
13. Any loss or damage to any decoration, fixtures or fittings which are removed or replaced in the process of providing emergency assistance.

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Claims conditions

14. Replacing the system or appliance if spare parts are not available after a reasonable search of stockists.
15. Any loss or damage as a result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event or terrorism.
16. Any loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.
17. Any loss or damage caused by radioactive contamination.
18. Any loss or damage that happened before cover started.
19. Any loss or damage to property directly or indirectly caused by pollution or contamination.

1. Abandonment

You cannot abandon any property to us.

2. Other insurances

If there is any other insurance, maintenance contract guarantee or warranty covering the same loss, damage or liability we will only pay our share of any claim. Where another home emergency cover is held with Direct Line plc covering the same loss, damage or liability, that cover will apply instead of Home Emergency 250.

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Your Information

Who we are

Direct Line Home Emergency 250 is underwritten by Direct Line Insurance plc.

You are giving your information to Direct Line Insurance plc who is a member of The Royal Bank of Scotland Group (The Group).

For information about our Group of companies, please visit **www.rbs.com** and click on 'About Us', or for similar enquiries please phone **0131 556 8555** or textphone **0845 900 5960**.

Your electronic information

If you contact us electronically, we may collect your electronic identifier (for example, internet protocol (IP) address or phone number supplied by your service provider).

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and handling claims. This may include giving it to other insurers, third-party underwriters and reinsurers.

Your information includes details of your dealings with us.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' needs; and
- develop and test products and services.

We do not give your information to anyone outside the group except:

- when we have your permission;
- where we are allowed or must do so by law;
- to other companies who provide a service to us or you; or
- when we may transfer rights and obligations under this agreement.

We may transfer your information to other countries. If we do this we will make sure that anyone we pass it to provides an adequate level protection.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change, we will write to you. If you do not object to the change within 60 days, you agree to that change.

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Sensitive information

Some of the personal information we ask you for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about your health or criminal convictions).

We will not use such sensitive personal information about you or others except for the specific purpose you provide it for and to provide the services described in your policy documents.

You will have been asked to agree to this when you called but please make sure you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your husband, wife or partner who calls us on your behalf, as long as they are named on the policy. If you would like someone else to regularly deal with your policy on your behalf, please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your permission. If at any time you would prefer us to deal only with you, please let us know.

Fraud-prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud-prevention agencies.

Law enforcement agencies may get access to and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering. For example, when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims; and
- Checking details of job applicants and employees.

We, and other organisations that may use information recorded by fraud-prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them.

Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to:

The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BRI IDP quoting your reference. You may need to pay a fee.



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Car Insurance **0845 246 5246**



Breakdown Cover **0845 246 8378**



Life Insurance **0845 246 0335**



Critical Illness **0845 246 8249**



Loans **0845 305 6790**



Home Insurance **0845 246 0104**



Pet Insurance **0845 246 8246**



Travel Insurance **0845 246 8738**



Mortgages **0845 309 1962**

Or buy online at **directline.com**

Home Emergency 250 ...all you need to know

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE

Direct Line Insurance plc. Registered in England number 01810801. Registered office: Direct Line House, 3 Edridge Road, Croydon, Surrey CR9 1AG. Home, Pet, Travel, Breakdown and Home Emergency 250 insurance are underwritten by Direct Line Insurance plc. Life and Critical Illness are provided by Direct Line Life Insurance Company Limited. Direct Line Insurance plc and Direct Line Life Insurance Company Limited are authorised and regulated by the Financial Services Authority. Loans and Mortgages are provided by The Royal Bank of Scotland plc trading as Direct Line, 250 St. Vincent Street Glasgow G2 5SH; available in Scotland, England and Wales. Loans: over 22s only. Mortgages over 18s only. Lines open 8am–9pm Monday–Friday, 9am–5pm Saturday and 11am–5pm Sunday (except Direct Line Life Insurance). Conditions apply.



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