

Electrical Emergency and Breakdown Policy Document



ASSURED



CONTENTS

The policy contains a number of different parts as follows:

	Page
Definitions	3-4
Policy Cover	5-6
General Exclusions	7
How We Settle a Claim	8
General Conditions	9
Customer Satisfaction	10
Data Protection	11
Cancellation and Renewal Provisions	12
How to Make a Claim	13

ASSURED

DEFINITIONS

Certain words in **your Policy** Document or Schedule have a particular meaning as shown below. Whenever **we** use one of these words it will always have the same meaning wherever they are used in **your** policy:

Approved contractor: A qualified person approved and instructed by us to carry out work for **you**.

Breakdown: a sudden and unforeseen mechanical or electrical malfunction which results in the domestic electrical wiring no longer working.

Cancellation period: the number of days, after **your policy start date**, during which you can cancel **your policy**. This is shown on **your policy schedule**.

Claims administrator: SES Home Services, Pixham End, Dorking, Surrey, RH4 1GB.

Claims limit: the maximum amount that the underwriter will pay for each claim as set out in the relevant **policy** coverage section of this **policy**. Any **claims limit** referred to in this **policy** includes the cost of call-out, labour, materials and VAT, as applicable.

Emergency or emergencies: sudden and unforeseen damage to something in **your** property covered by **your policy**, which immediately:

- A. exposes **you** to a risk to **your** health; or
- B. creates a risk of loss of or damage to **your** property; or
- C. makes the buildings uninhabitable; and when **you** are totally without electricity.

Exclusion period: **your policy** has an initial 14-day period when you are not able to make a claim. The policy inception date is shown on **your policy schedule**. Providing **you** renew **your policy** before the expiry of **your** policy, there will be no **exclusion period** at renewal.

FCA: Financial Conduct Authority.

Home: the private **home**, garage and domestic outbuildings (excluding sheds, greenhouses, nonpermanent structures) within the property boundary at the address shown on **your policy schedule**. The extent of **your** property will be that which is wholly within **your** control and **you** are wholly responsible for.

Please see the sub-section 'Property Eligibility' in the 'General Conditions' section.

DEFINITIONS - continued

Policy: these terms and conditions and the most recent **policy schedule**.

Policy schedule: the document containing important details about **your policy**, which should be read in conjunction with these terms and conditions.

Policy start date: the date this **policy** starts on, as set out in **your policy schedule**.

Premium: the total amount **you** pay us for **your policy**, consisting of a sum for the insurance contract between **you** and the underwriter, any applicable insurance premium tax and administration fees, as set out in **your** payment schedule.

Repair(s): repair work undertaken by an **engineer** to resolve the immediate **emergency** and to prevent any further immediate:

- A. exposure to a risk to your health; or
- B. risk of loss of or damage to the property; or
- C. risk that the building will be uninhabitable, in each case arising from the relevant incident.

The insurer: DAS Legal Expenses Insurance Company Limited.

We/us/our: SES Home Services Limited.

You/your: The person named on the **policy** schedule and members of their household normally living with them.

ASSURED

POLICY COVER

THIS SECTION APPLIES TO THE FOLLOWING:
ELECTRICAL EMERGENCY AND BREAKDOWN COVER



What is Insured

The following are included in your agreement:

- Repairs of electrical wiring and electrical fixtures inside **your home** and within outbuildings as long as the outbuildings do not contain their own power supply and the wiring and fixtures have been installed correctly. This covers the fixed electrical wiring system and fuse boxes, light switches, wall sockets, light fixtures, circuit breakers and transformers.
- Parts and labour are included for fitting standard replacement parts, for example, **we** will replace all fittings with our nearest equivalent standard white plastic, brass or chrome effect fitting unless an alternative is provided by **you**.
- Outside security/doorway lighting fitted less than 10 metres above ground level.
- Recent damage to wiring (property must not be unoccupied for a continuous period of 4 weeks or more).
- Repairs to electric door bells (excluding door entry systems), bathroom extractor fans and smoke alarms connected to the wiring of **your home**.
- Repair of accidental damage to the electrical wiring inside **your home** but only in the specific circumstance where **you** accidentally damage a hidden electrical cable through puncturing it with a nail, screw or similar fastening and this results in a failure of all or part of **your** electrical system.

What is Not Insured (see also the General Exclusions)

The following are not included in your agreement:

- Repairing controls, pumps, detectors, timers and programmers.
- Repairing or replacing the mains supply up to the fuse box.
- Repairing the parts of the power supply between **your home** and the outbuilding on **your** property that are outside of the buildings.
- Repairing or replacing rubber or lead wiring.
- Repair of accidental damage to the main electrical consumer unit or fuse box.

THIS SECTION APPLIES TO THE FOLLOWING:
ELECTRICAL EMERGENCY AND BREAKDOWN COVER - Continued



What is Insured	What is Not Insured (see also the General Exclusions)
<ul style="list-style-type: none">• Repair of accidental damage, if caused by you, to your light switches, light sockets or plug sockets. If a replacement is required, we will fit standard replacement parts unless an alternative is provided by you.• We would incur a claims limit of up to £1,000 (including VAT, call-out charges, labour, parts and materials) to access your system/appliance in order to make an emergency repair, (for example, pipes buried in walls or 'built in' appliances) and making good.• Making good damage caused by gaining necessary access means filling or plastering to make level but excludes any redecoration which will be your responsibility. We do not include the cost of getting to your system/appliance where your system is inaccessible due to a design fault.	

ASSURED

GENERAL EXCLUSIONS

The following are also excluded from cover and therefore the underwriter will not be liable for any of the following:

1. Any item not forming part of **your policy** coverage as detailed in 'What is Insured?'
2. Any event, loss or damage arising from circumstances known to **you** before **your policy start date**.
3. Any costs/activities in excess of the **claims limit** or any other limit specified in 'What is Insured?'. **You** are responsible for agreeing and settling these costs directly with the **engineer**.
4. Any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this **policy** other than those direct costs expressly covered by this **policy**, unless caused by our negligence or that of **our** agents and suppliers, including the failure to search all of **our** stockists for a spare part.
5. Systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall.
6. Instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines.
7. Any defect, damage or **breakdown** caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this **policy**, which does not comply with British Standards.
8. The costs of any work carried out by **you** or persons not authorised by **us** in advance.
9. Any parts not supplied by us. **Our approved contractor** is able to fit suitable alternative parts supplied by you at the time of the visit (so long as it is covered within the claim and **policy** coverage).
10. Normal day-to-day maintenance of the items covered by **your policy** at **your home**, for which **you** are responsible.
11. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present.
12. Any loss in the event of damage occurring where the property has remained unoccupied for a continuous period of 4 weeks or more.
13. Any loss arising from subsidence, heave of the site or landslip caused by:
 - a. bedding down of new structures;
 - b. demolition or structural repairs or alterations to the property;
 - c. faulty workmanship or the use of defective materials;
 - d. river or coastal erosion.
14. Unless specifically mentioned under 'What is Insured?', loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property, for example a power cut to **your** neighbourhood.
15. Any investigative work, where the incident which caused **you** to claim has already been resolved.
16. Unless specifically included in 'What is Insured?', the following are not covered:
 - a. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves;
 - b. waste disposal units, macerators;
 - c. air conditioning units;
 - d. ground, air and water source heat pump systems;
 - e. power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).

HOW WE SETTLE A CLAIM

In an Emergency

We will arrange for an **approved contractor** to assess the situation and where possible, restore the normal operation of the electrical system or carry out emergency repairs to **your home** to stabilise the situation and resolve the problem.

Where covered under this **policy**, the **approved contractor** will undertake **repairs** to render the situation safe and secure to prevent further damage to the **home** OR a **permanent repair** if this is possible on the initial visit and can be achieved within the monetary limits provided.

Where the cost of supplying replacement parts falls outside the scope of the **policy**, it will normally be possible to purchase these from the **approved contractor** at the time of their visit. These will all be supplied at the normal rates, terms and conditions which are available on request. A £10 plus VAT minimum charge for each part applies in these instances.

For all Claims

We will pay the **approved contractor** direct, up to the maximum amount for any claim as specified within **your policy**. This amount includes VAT, call-out, labour, parts and materials. **You** are responsible for settling any payment due to the **approved contractor** where the labour, parts and or materials fall outside the scope of the **policy**.

Any further repairs at your request may be carried out at **your** cost at the **approved contractor's** normal rates. A £10 plus VAT minimum charge applies in these instances.

All completed permanent repairs are guaranteed against faulty materials and workmanship for a period of one year.

Any replacement parts may not be from the same manufacturer as the replaced parts. The replaced parts will become our property, however **you** will be able to check the parts that have been removed upon request.

Whilst **we** will make every effort to ensure that **we** supply **you** with the full range of services in all **emergencies** covered by this **policy**, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

GENERAL CONDITIONS

1. You are expected to respond honestly and with reasonable care to questions asked by us when you take out your insurance policy and when you renew your insurance. If you are unsure about how to answer a question, please contact us for guidance. Failure to respond honestly and with reasonable care to questions asked by us could invalidate your insurance cover and mean that part or all of your claim may not be paid.
2. Property eligibility. Retail, commercial and other premises used for business are not eligible for this cover, and council and housing association tenants will not need this service. The property must be your permanent home and solely occupied by you and your family as a private residence with no business use.
3. You must take all reasonable steps to protect your home and prevent loss and damage and to maintain your home in sound condition and good repair.
4. You must notify us promptly of any change in details of the home;
5. You must co-operate with us at all times and provide us with all information that we request from you. The insurer may take proceedings at its own expense in your name to recover any money paid under this insurance. If you fail to comply with these conditions, the insurer may refuse to pay any claim or part of a claim arising as a result of your failure.
6. If a claim is fraudulent in any respect all benefit under this policy will be forfeited.
7. We will insure you under this policy only if you keep to the payment terms and the terms and conditions of this policy.
8. We may take proceedings at our expense and for our own benefit, but in your name, to recover compensation from any third party in respect of anything covered by this policy.
9. When you become aware of a possible emergency claim under this policy, you must notify the claims administrator as soon as possible.
10. Where we have accepted a claim but there is a disagreement over the amount we will pay the dispute will be referred to an arbitrator. You and we must agree on the arbitrator in accordance with the Law in force at that time. When this happens you must wait for the arbitrator's decision before you can take any legal action against us.
11. You and we are free to choose the Law applicable to this agreement, but in the absence of agreement to the contrary, the Law of England and Wales will apply.
12. You must promptly pay us or the approved contractor for all work authorised by you that is not covered under this insurance policy.
13. If we do not have the spare parts required at the time of the approved contractors visit we will do all that we reasonably can to locate, and obtain parts from our suppliers in as short a period as possible. We will not be responsible for any delays caused by our suppliers or their agents.
14. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, you must provide us with full details of the other contract. We will not pay more than our fair share (rateable proportion) of any claim.

CUSTOMER SATISFACTION

Our Promise of Service:

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint there are a number of steps you can follow to get the problem solved. To help us deal with your case as quickly as possible, please have the details of your policy ready (surname, policy number etc.).

PROCEDURE

First contact:

The Customer Services Manager, SES Home Services, Pixham End, Dorking, Surrey, RH4 1GB

Telephone: 020 8722 7000

Should the matter not be resolved to your satisfaction, please contact:

In writing: Jelf Insurance Brokers Limited, Hillside Court, Bowling Hill, Chipping Sodbury, Bristol, BS37 6JX

Telephone: 01454 272727

Complaints that cannot be resolved after 8 weeks by Jelf Insurance Brokers Limited, may be referred to:
In writing: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0800 0 234 567 (free for people phoning from a 'fixed line', e.g. a landline at home) or

Telephone: 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02) Further details will be provided at the appropriate stage of the complaints process.

FCA and PRA Registration

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered on the register under number 202106.

For General Insurance purposes only, Sutton and East Surrey Water Services Limited t/a SES Home Services is an appointed representative of Jelf Insurance Brokers Limited.

Jelf is authorised and regulated by the Financial Conduct Authority and entered on its register under number 302751.

For Your Protection

The Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligations to you under this contract.

Further information can be obtained from The Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsocken Street, London E1 8BN) by phone on 020 7741 4100 and on their website at www.fscs.org.uk

DATA PROTECTION

DATA PROTECTION

The data supplied by **you** in connection with this policy will only be used for the purpose of processing **your** policy of Insurance, including underwriting, administration and handling any claim that may arise. The data supplied will not be passed on to any other parties other than those, which **we** have mentioned below.

It is important that the data you have supplied is kept up to date. **You** should therefore notify **us** promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which we are holding about **you**. If you wish to make such an inspection **you** should contact:

The Customer Services Department,
SES Home Services,
Pixham End,
Dorking
Surrey,
RH4 1GB

Telephone: 020 8722 7000

We may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer your policy effectively or to protect **your** interests **we** may disclose the data **you** have supplied to other third parties such as **approved contractors**, other repairers, replacement companies, other insurers etc.

Fraudulent Claims or misleading information

We and **the insurer** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, your right to any benefit under this insurance will end, your policy will be cancelled and **we** or **the insurer** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** or **the insurer** may also inform the police.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim you make may be exchanged between insurers.

Law that applies to this policy

Whilst the parties to this insurance are free to choose the law applicable to it, **the insurer** proposes the law of England and Wales and in the absence of any other agreement, the law of England and Wales will be used.

CANCELLATION AND RENEWAL PROVISIONS

Your rights to cancel

You have the right to cancel any **policy** of insurance within 14 days of the date of issue or the date upon which the terms and conditions are received, whichever is later, and **you** are entitled to the return of **your premium** provided you have made no claim under the **policy**.

If you subsequently give notice in writing or by telephone 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. **We** reserve the right to deduct an appropriate amount to cover insurance risk premium and any other expenses incurred and return any balance to you within 30 days of you informing us.

Cancellation by us

The insurer may give 30 days notice of cancellation of this **policy** by writing to **you** at **your** last known address.

We and the **insurer** can cancel the **policy** if you have given any false information. **We** reserve the right to either decline cover or cancel **your policy** if **we** feel that it is either being abused in any way, or if you become obstructive, or conditions within the **home** are considered to be unreasonable or unsafe, or unsanitary for **our approved contractors** to work.

Premium position upon cancellation by us

If **premium** has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this **premium** will be refunded to **you** or **your** estate.

If an incident has arisen during the **period of insurance** which has or will give rise to a claim, then no refund will be made.

Renewal provisions

We will send **you** a renewal notice before the end of each **period of insurance** showing the cost of next year's **policy**. For direct debit customers; to ensure your cover continues, **we** will seek to automatically renew **your** insurance every 12 months. This means that we will hold your payment details securely on our files so that **we** can collect **your** next renewal premium. **You** can change **your** direct debit details at any time. Each year **we** will inform **you** in advance to remind **you** that this is happening. If **you** do not wish to renew **your** policy please inform **us** at **your** earliest convenience.

Transferring your policy

You are allowed to transfer **your policy** to a new **home** premises within our service area once only during the **period of insurance** shown in the **policy schedule**.

HOW TO MAKE A CLAIM

You should:

1. Check that the cause of loss, destruction or damage is covered. The **policy** contains details of what is insured, what is not insured and how claims are settled.
2. Have your **policy schedule** or details to hand to speed up the process.
3. Contact the claims **administrator** on:
020 8722 7000
4. Explain the problem clearly and in as much detail as **you** can. The **claims administrator** will assist **you** to ensure that **we** capture all the correct details in order to dispatch an appropriate **approved contractor** to **you** as soon as possible

5. Have **your policy schedule** available for the **approved contractor** to check upon arrival.
6. Give the **approved contractor** full access to any parts of the **home** necessary to carry out work required.

HELPFUL NOTES

365 Assured does not replace house buildings and/or contents insurance. **You** should maintain cover under these policies at all times.

PLEASE EXAMINE THIS **POLICY** TO ENSURE THAT IT MEETS **YOUR** REQUIREMENTS.

Please note: Calls may be recorded for quality, training and monitoring purposes.

ASSURED



Pixham End, Dorking, Surrey, RH4 1GB
Tel: 020 8722 7000
www.seshomeservices.co.uk

