



BOILER ONLY HOME EMERGENCY MEMBERSHIP

INTRODUCTION

This Membership is arranged by: Emergency Assist Ltd, 2 Cornhill Place, Exchange Lane, Wisbech, Cambridgeshire, PE13 1NH, Company Registration Number {10635572} V.A.T registered, registration number {263089004}

WHAT IS COVERED

Breakdown

In the event of a **breakdown** occurring to the **Boiler and Controls** causing an **emergency**, we will:

- a) end one of our **approved engineers** or arrange an appointment with **you** for an **approved engineer** to visit **your home**; and
- b) Organise and pay the cost of repair up to the claim limit including VAT but excluding any **excess**.

WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit **your** membership; please read them carefully to ensure this membership meets **your** requirements. **We** do not wish **you** to claim for an incident that has occurred that it is not covered. To assist **you** in understanding the main limitations of the membership provided **we** have detailed these under the "Items covered" section of **your** membership.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in **bold**.

Administrator

2 Cornhill Place, Exchange Lane, Wisbech, Cambridgeshire, PE13 1NH, Company Registration Number {10635572}

They can be contacted by:

Telephone on: 01945 586200

Email: HE@emergencyassistltd.co.uk

Approved engineer / engineer

Means a qualified person approved and instructed by the **claims administrator** to undertake **emergency** work.

Assistance

Means the work undertaken by the **engineer** during a **call out** to the **home** to complete a temporary repair to limit or prevent damage or completing a permanent repair, in respect of the membership provided.

Beyond Economical Repair (BER)

The point at which **we** estimate the cost to repair the boiler / appliance exceeds the boiler / appliance's value. When calculating the value of **your** boiler / appliance, **we** take into consideration the age of **your** boiler / appliance (which is calculated from the date of manufacture), together with the type of boiler / appliance. This value is then compared to the total cost of parts and labour required to repair the boiler / appliance. When the repair cost is higher than the value, **we** deem the boiler / appliance to be **beyond economical repair**.

Boiler, Controls, Boiler and Controls

A gas or dual fuel central heating boiler installed within the **home** including pump, thermostatic valves, motorised valves, cylinder thermostat, time, pressure and temperature controls.

Breakdown

The actual and sudden mechanical / electrical failure which results in the sudden stoppage of the **boiler and controls** and / or **central heating system** normal functions which necessitates repair to resume those functions.

Call Out(s)

Means a request for **assistance** from **you** to the **claims administrator**, following an **emergency** or **breakdown**, even if the request is then cancelled by **you**.

Claim Limit

The maximum amount **we** will be liable for per **call out** including any **call out** charges, labour, parts and materials.

Please refer to **your** membership **schedule** for details of **your claim limit**.

Claims Administrator

Service Solutions Assist Ltd trading as Local Assist. Address, Solutions House, Fairways Office Park, Fulwood, Preston, Lancashire, PR2 9WT.

To report an emergency under this membership contact: 0330 311 2840

Commencement Date

Means the start of the **period of membership** as shown in the **schedule**.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this membership. For example any loss of earnings resulting from an inability to attend work because of the **emergency** or **breakdown**.

Emergency

Means a sudden and unexpected event which, if not dealt with quickly would in the opinion of the **claims administrator**:

- a) render the **home** unsafe or insecure; or
- b) damage or cause further damage to the **home**; or
- c) cause personal risk to **you**.

Excess

The first amount of each **call out** payable by **you** to the **claims administrator** before the **approved engineer** will attend. Details of any **excess** applicable to **your** membership will be recorded on **your** membership **schedule**.

Home

A single occupancy domestic dwelling at the address shown in the **schedule**, together with integral or attached garages used for domestic purposes, which has 6 or fewer bedrooms and is situated in the United Kingdom or Isle of Man.

Pay on use

Should an **emergency** arise that is not included under home emergency membership we may be able to arrange for an **approved engineer** to attend **your home** but **you** will be responsible for all costs involved. The use of this service does not constitute a **call out** under **your** membership.



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Period of Membership (Annual)

This membership commences and expires on the dates shown on **your** membership **schedule**, subject to payment of the premium.

Schedule

Means the document sent to **you** confirming the membership you have selected, the **commencement date**, details of the **member** and the **home**.

Unoccupied

Means where no one has resided in the **home** for a period exceeding 30 consecutive days.

We, Us, Our,

Emergency Assist Ltd

You, Your, Member

The person(s) named on the **schedule** as the members along with any other permanent members of the household.

ITEMS COVERED

The cover provided under **your** membership will depend on the membership options **you** have selected. Please refer to **your** membership **schedule** for confirmation of the level of cover provided under **your** membership.

The amount **we** will pay in respect of any one claim shall not exceed the **claim limit** shown on **your** membership **schedule**. **You** are responsible for paying any **excess** under the membership and / or any cost of **assistance** that exceeds the **claim limit**.

BOILER EMERGENCY MEMBERSHIP

We will provide **assistance** to restore heating and/or hot water to **your home** during an **emergency** arising from a **breakdown** of the. Please note **you** will be responsible to pay any **excess**, as shown on **your schedule** for each claim associated to the **boiler system** where: The **excess** is payable by **you** to the **claims administrator** before the **approved engineer** will provide **assistance** under the membership. Where a **boiler** is deemed **beyond economical repair** our liability will not exceed £250.

We do not cover:

- a) The first £100 of each claim payable as an **excess**;
- b) Any **emergency** occurring within 31 days of the **commencement date**;
- c) A boiler which is more than 10 years old;
- d) A boiler fitted within a **home** with more than 10 rooms serviced by the boiler;
- e) Re-attendance to the **boiler** until **you** have confirmed it has been replaced, if **we** have previously deemed it **beyond economical repair**;
- f) Any **boiler** which has not been serviced in the last 12 months;
- g) Removing sludge or hard-water scale from the **boiler** (typically, pressure or chemical flush requirements);
- h) Replacement or repairing any loss or damage if the **boiler** is in the opinion of the engineer, **beyond economical repair**;
- i) Any **breakdown** resulting from the failure of the heat exchanger or PCB board;
- j) Repairing or replacing appliance flues that are not part of **your boiler**;
- k) Hot and cold water pipes from mains stopcock leading to **your** taps (including garden taps);
- l) Cold water storage tanks;
- m) Leaking overflow pipes;
- n) Gas leaks;
- o) Oil contamination resulting from a leak from an oil powered boiler;
- p) Lighting of boilers or the correct operation or routine adjustment of time or temperature controls;
- q) Fuel tanks and associated pipe work;
- r) Clearing airlocks or bleeding radiators;
- s) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- t) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- u) Replacement of water tanks or hot water cylinders;
- v) Replacement of radiators;
- w) The freezing of a condensate pipe.

Claim Limit - £500 per claim.



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HOW TO ARRANGE EMERGENCY ASSISTANCE

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The membership does not provide cover for any repairs, damage or other loss resulting from gas leaks.
 2. Before requesting **assistance**, check that the circumstances are covered by **your** membership. Normal day to day maintenance or any claim not deemed to be an **emergency** or **breakdown** will not be covered under this membership, however **we** can provide assistance on a **pay on use** basis.
 3. If **your emergency** or **breakdown** is **boiler and controls** related **you** should have **your boiler** make and model and service details ready when **you** contact the **claims administrator**. Remember **you** must produce evidence, to **our approved engineer**, that the boiler has been serviced to the manufacturer's specifications within the last twelve months in order for **boiler and controls** membership to apply.
 4. Telephone the **claims administrator** immediately upon becoming aware of the **emergency** or **breakdown** and provide details of the **assistance** required. All requests for **emergency** or **breakdown assistance** must be made through the **claims administrator**. Do not make any arrangements yourself without prior authorisation from the **claims administrator**, if **you do we** will limit the amount **we** pay to **our** standard service costs. All calls are recorded.
 5. The **claims administrator** will appoint an **approved engineer** to attend **your home**, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the **home** or otherwise making the provision of **emergency** or **breakdown assistance** impossible.
- The **claims administrator** and the **approved engineer** will have discretion as to when and how work is undertaken this will be based on the details provided by **you**.
6. The **approved engineer** will charge all costs covered by the membership directly to **us**. **You** will be asked to pay the cost of:
 - a) The **excess** if any;
 - b) **Call out** charges if there is no-one at the **home** when the **engineer** arrives;
 - c) Work in excess of the **claim limit**;
 - d) Fitting replacement parts or components of a superior specification to the original at **your** request.

If at the time of requesting assistance the **claims administrator** does not have a record of **your** membership on file, the **claims administrator** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

Emergency Assist Ltd provide, market and administer your membership in full.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. **You** should make sure that the **engineer** can get reasonable access to carry out the repair. If **we** cannot get a replacement part needed to carry out a repair **our** liability will be limited to a temporary repair to make the **emergency** safe.

GENERAL EXCLUSIONS

We shall not be liable for:

- a) Any **excess** under the membership or costs **you** are required to pay under the membership;
- b) **Homes** situated outside the United Kingdom and the Isle of Man;
- c) An **emergency** or **breakdown** occurring within 14 days of the **commencement date**;
- d) Events where there is an inherent defect causing the **emergency** or **breakdown**;
- e) Costs arising from or in connection with:
 - (i) Circumstances known to **you** prior to the **commencement date** of **your** membership;
 - (ii) **Call outs** arising after the **home** has been left **unoccupied**;
 - (iii) **Consequential loss** of any kind and any wilful or negligent act or omission by **you** or any third party;
 - (iv) Events where on attendance it becomes clear that the **call out** is not an **emergency** or **breakdown**;
- f) Repairs on systems where spare parts are no longer available;
- g) **Call outs** for **assistance** caused by **your** failure to carry out any remedial work or recommendations made by the **approved engineer**;
- h) Any system, equipment or facility which has not been properly installed;
- i) Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty;
- j) Replacement of or adjustment to any decorative or cosmetic part of any equipment;
- k) The interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks;
- l) Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- m) Loss or damage to any **home**, or any resulting loss or expense or any **consequential loss** or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
 - n) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - o) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

CONDITIONS

- a) The rights given under this membership cannot be transferred to anyone else.
- b) **You** must give reasonable access to enable appropriate treatments to be carried out and follow advice from the **engineer** and or **claims administrator** in removing furniture if this is deemed necessary.
- c) **We** may cancel this membership immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this membership.
- d) To improve the quality of **our** service, all calls are recorded.
- e) **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- f) **We** may take proceedings in **your** name at **our** expense to recover any sums paid under this membership from a third party should the **emergency** or **breakdown** be as a result of an incorrect or failed previous repair.
- g) **You** are required by the provisions of the Consumer Membership (Disclosure and Representations) Act to take care to:
 - (i) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the membership;
 - (ii) to make sure that all information supplied as part of **your** application for membership is true and correct;
 - (iii) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that your membership is invalid and that it does not operate in the event of a claim.



Emergency Assist Ltd

APPLICABLE LAW

Unless some other law is agreed in writing, this membership is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

HOW TO CANCEL YOUR MEMBERSHIP

We hope **you** are happy with the cover this membership provides. However, if after reading this membership, this cover does not meet with **your** requirements, please return it to the **administrator** within 14 days of issue and **we** will refund **your** premium.

The **Provider** shall not be bound to accept renewal of any membership and may at any time cancel any membership document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with membership terms & conditions

There is no refund upon cancellation n after 30 days from inception, should you cancel within 30 days where no claim has been made a refund will be granted less a £15 administration charge.

COMPLAINTS

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this membership or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints:

Please contact the **administrator** who arranged the Membership on **your** behalf.

Customer Complaints Manager
Emergency Assist Ltd,
2 Cornhill Place, Exchange Lane,
Wisbech,
Cambridgeshire,
PE13 1NH

OR

Email Complaints@emergencyassistltd.co.uk

In all correspondence please state **your** membership number, full name and address.

For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing membership and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.