



oneinsurance

Basic Home Emergency Policy Booklet

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Contents

	Page
Disclaimer	2
Definitions	3
Your Home Emergency Policy	3
Our Promise To You	3
What is included	4
Exclusions	4
Exclusions <i>Continued</i>	5
Exclusions <i>Continued</i>	6
Make A Claim	7
The Laws that Apply to this Contract	7
Complaints	8
Terms and Conditions	9
Conflicts of Interest Disclosure	9
Territorial Limits	9
Data Protection	9
Our Commitment To The Environment	9

Disclaimer

We may add to, change, discontinue, remove or suspend any term or condition of cover, temporarily or permanently, as reflected from our consumer feedback, at any time, without notice and liability.

All prices and details published in this Information Booklet are correct at the time of going to print and are subject to change without notice.

New terms apply as soon as they are posted.

In any situation that could result in a serious risk to you or substantial damage to your home, you should immediately contact the appropriate emergency services (e.g. police). If you believe there is a gas leak in your home you should immediately contact the National Gas Emergency Service. You should also contact the relevant company responsible for any emergency resulting from water or electricity.

Please note we may not be able to help you within the advised timescales if:

- There is excessive demand for the cover.
- The weather makes repairs unsafe.
- If industrial action prevents us from being able to help.
- The parts required are not available.
- A specialist is required for the claim, but none is available.

Definitions

Data Protection Laws	Any law, regulation or rules which relates to the protection of individuals with regards to the processing of personal data.
Home emergency	A home emergency is considered an event that poses a threat to life or property and ongoing damage is prevented as a temporary measure; this does not cover permanent fixes.
Policy document	This booklet.
Schedule	This will show; <ul style="list-style-type: none">• the period of cover;• name of the policyholder;• sections of this policy document which apply;• conditions which vary the terms of this policy document.
We, our, us	ONE Insurance Limited.
You, your	The person named as the policyholder on the schedule.

Your Home Emergency Policy

You should read this policy, the schedule and endorsements as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.

As a free benefit of your home insurance we will give you our basic home emergency cover as stated on your policy schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule.

This Cover is underwritten by One Insurance Limited; it is an extension to your Yoga Insurance buildings and/or contents insurance policy and cannot be purchased as a standalone, independent product.

Level of Cover:
Please refer to your Schedule.

Period of Cover
The cover runs in line with your main home insurance policy dates.

Our Promise To You

To avoid any misunderstanding all our information to you will be in plain English. It is our promise to be fair and reasonable whenever you need the protection of this policy and we will always act promptly with your interests in mind.

Signed for and on behalf of ONE Insurance Limited

J. Barnsdale

Josh Barnsdale
CEO
ONE Insurance Limited

What Is Included?

We will pay a combined total of £250.00 (including VAT) for labour, advice, parts and materials to cover an emergency for insured events during the period of insurance.

- The isolation and prevention of further damage of: Burst or blocked pipes, blocked drains as part of the internal water/heating system not including boilers.
- 24 hour cover, 7 days a week, 365 days a year for home emergency response.
- Fire, burglary or attempted burglary where immediate repairs are necessary to prevent further deterioration or to ensure the safety and security of your property.
- Storm damage where roof repairs are needed to prevent flooding or ensure security, and the wind speeds are sufficient enough to be categorised as a storm.
- Removal of wasps or hornets nests.
- Damage to locks and entrance ways where immediate repairs are required for the purposes of either security or safety.
- Damage to bricks, windows and doors which affect your houses security.
- A maximum of three claims per year.

Exclusions

Consequential losses of any kind.

- Electricity or heating relating to the main heating system.
- Costs incurred and action taken which we have not authorised.
 - a. Any emergency assistance costs before we have been notified of a request for emergency repairs and/or which we have not authorised or for work which has not been carried out by an authorised repairer.
 - b. Any action taken by an insured person which we or the authorised repairer have not agreed to.
- Wear and tear – any claims for items or parts which need to be replaced as a result of natural wear and tear including, but not limited to; tap washers, light bulbs, fuses in plugs or the cost of updating essential services including re-wiring of internal electrics.
- Removal of bees nests.
- Any claim where an insured person has failed to carry out remedial work recommended to them, or where an authorised repairer has carried out a temporary repair and an emergency has recurred due to an insured persons failure to subsequently carry out a permanent repair.
- All costs for labour, advice, parts and materials in excess of £250.00.
- Damage or losses caused by a reoccurrence of a fault, or a new fault arising from the same event where the Home Emergency cover has already been used.
- Damage caused during repairs and losses not directly covered. Any costs arising from;
 - a. Damage caused to your home as a result of an approved repairer having to gain access to your home or the source of the emergency including, but not limited to, tracing leaking pipes behind walls or under floors (the approved repairer will carry out emergency repairs but there is no cover under this insurance to reinstate your home to its original condition).
 - b. Losses which are not directly covered by this insurance including, but not limited to replacing damaged personal belongings or loss of earnings if the emergency results in an insured person having to take time off work.
- Any claim which results from an act which is wilfully committed and the outcome of which is consciously intended by an insured person.
- Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an approved repairer. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.
- Any claim arising from interruption, disconnection or failure of the mains, electricity, gas or water supplied, however they are caused.
- Any claim arising from subsidence, heave or landslide.
- Mechanical/Electrical breakdown of any domestic appliance or anti-theft device.
- Any damage arising out of improper use of any systems or structures covered in this section, including an omission to act by the policy holder, where routine maintenance of a system or structure was required.
- Accidental damage including accidental damage caused by DIY of any kind.
- Any kind of damage caused by any deliberate act by the policyholder or anyone else living in the premises.
- Any claim as a result of circumstance that the policyholder was aware about before they bought the insurance policy.

- Any fault that was not adequately repaired previously.
- Claims arising where structures or systems were not installed by appropriately qualified workmen, unless fitted before the policyholder was responsible for the premises.
- Systems or structures which have not been installed or fitted by a suitably-qualified workman except if they were installed or fitted prior to the policyholder becoming the occupier of the insured premises.
- Routine maintenance work.
- Works conducted by an authorised repairer to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the emergency where possible within the cover limits. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor covering/tiles, flowerbeds) or the permanent re-instatement of pathways and driveways needed to be removed or replaced in order to deal with the emergency.
- Any loss or damage caused by squatters.
- Damage arising in the event of a force majeure event.
- Any expense arising from damage that would have arisen even where the insured event did not occur.
- Claims arising if the property has been left unoccupied for more than 30 days at any one time, is not occupied by anybody aged 18 or over when an authorised repairer arrives at your home, where the property is not your principle place of residence.
- Any damage to flat, tarpaulin, glass, plastic, felt or thatched roofs.
- Claims arising in the first 14 days from the policy inception.
- Any item not forming part of your policy coverage as detailed in "What's Covered?"
- Landlords and holiday homes.
- The cost of investigating and accessing the source of the emergency. If we can't see and identify the source of the leak, we will not accept the claim.
- Any damage to instant boiling water taps and systems
- Loss of heat to part of the property including damage to radiator valves which result in a leak or loss of heating
- New and continuous leaks where facilities are not in use. In this event we will isolate the water where a repair cannot be made on the first visit
- Access to the property where it is deemed secure i.e locked out
- Failure of locks where the door can be secured shut and the property accessed through an alternative door
- Pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves.
- Water softeners.
- Waste disposal units, macerators.
- Cesspits, septic tanks and any outflow pipes.
- Vacuum drainage systems.
- Swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps.
- Ground, air and water source heat pump systems.
- Power generation systems and their associated pipework, pumps, panels and controls. Including; solar panels and/or wind turbines, combined heat.
- Power systems (systems that generate electricity and heat at the same time).
- Boilers,
- Removing asbestos associated with repairing the appliance or system. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at your property. By law, the person who removes the asbestos must give you a clean-air certificate.

General Exceptions

This cover does not insure the following:

- Any property or event covered under a more specific policy or warranty.
- Any fall in market value as a result of repairs or reinstatement.
- Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
- Any loss or damage to the property caused by pressure waves from civilian or military aircraft and other aerial devices.
- Any loss or damage of any kind either direct or consequential arising out of radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
- Any legal liability, loss or damage to any property, or any resulting loss or expense or any consequential loss.
- Replacement costs of plumbing and drainage, electrical wiring, central heating or security which needs to be replaced as a consequence of natural wear and tear or gradual deterioration (e.g. complete replacement of the plumbing system due to deterioration in the pipes that has occurred through age and usage).
- Loss where property is obtained by any person using any form of payment which later can be shown to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason whatsoever.
- Any liability arising directly or indirectly from the transmission of any disease.

- Incidents taking place before the start of this insurance.
- We shall not be held liable for failure to perform the parties obligation if this failure is due to any force majeure event (including earthquake, hurricane, or other natural disaster where it's occurrence is beyond reasonable foreseeability at the time of the policy inception), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities whether threatened or carried out, nationalization, government sanction, blockage embargo, labour dispute, strike, radioactive, contamination lockout or interruption or failure of electricity or telephone service.

Exclusion of Liability From Acts of Third Parties

Every effort is made by us to make sure that we select recognized and competent tradesmen and repairers. However in the event of intentional, reckless, negligent or otherwise substandard work by an authorised third part repairer that causes further loss, all liability to you in respect of their acts or omissions howsoever caused is excluded to the fullest extent permitted by law. This disclaimer does not affect your statutory rights in respect of any products or cover that you purchase from Yoga Insurance. If any provision in these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid, unlawful, illegal or unenforceable for any reason, such provision shall be deemed and deleted and will not affect the validity or enforceability of the remaining provisions.

General Conditions

- We will ensure that an engineer/repairer will contact you within 2 hours and arrange a suitable appointment time. However we may not be able to do this if;
 - a. There are industrial disputes, official or otherwise.
 - b. The public transport system fails (including the road and railway networks and repairs to them) or there are other problems which prevent someone gaining access to the insured premises or which makes providing the service impractical
 - c. The weather makes this impractical or dangerous to do so.
- We will only pay the charges of the repairers instructed by us.
- We will pay the claim subject to the exclusions and conditions of this Home Emergency Cover.
- All communication between the policyholder and us, your broker or your claims handler shall be in English unless expressly agreed by both parties prior to the inception of the policy.
- We will not make any payment under the Home Emergency Cover if any of the terms and conditions are broken.
- Any legal liability, loss or damage to any property, or any resulting loss or expense or any consequential loss.
- Loss, damage, consequential loss or liability or injury directly or indirectly caused by, pollution or contamination unless it is;
 - a. Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the property.
 - b. Reported to us within 30 days of the end of the period of insurance. In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
- Save for the rights granted to us under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.
- Excess charges: there is a £25.00 excess charge each time you use the One Insurance Home Emergency Cover.
- Cover usage: there is a limit of three claims per annual period of cover. The cover cannot be used within the first 14 days where the policy is taken out for the first time. The cover cannot be used more than once for an emergency arising out of the same cause.
- Where you have instructed us to assist you in the event of a home emergency, and you decide to cancel the call out, we have the right to charge you for the call out fee as charged by our agent.

Trace & Access

When an approved contractor/tradesperson is sent to your location, should they require to trace the cause and access this to complete repairs to fix the emergency problem, any damage caused will need to be claimed through your insurer. The Tradesperson will notify us prior to work commencing if this will be required, at this point you will need to notify your insurance company and set up a trace and access claim where an excess will be applicable to pay. Should you not wish to claim through the insurer the costs will need to be covered by yourself. In the case you do not wish to cover these costs or claim we cannot assist on the Home Emergency where trace & access is required.

Making a Claim

In the event of a claim under this cover you **MUST** call our Claims team on the following number to report the incident

0203 738 7386

One Call Claims Limited are authorised to deal with all claims on behalf of One Insurance Limited. If you are unhappy with the service received from One Call Claims Limited, please write to One Call Claims Limited, First Point, Balby Carr Bank, Doncaster, DN4 5JQ

To use this product, you **MUST** call us within 48 hours of discovering the emergency

Examples of Claimable Events:

- Someone has tried to break into your property and damaged the locks, the door cannot be secured shut and there is no alternative door.
- The weather is severe and has blown some tiles off which were otherwise in good condition, and the wind speeds are sufficient enough to be categorised as a storm.

Examples of Non Claimable Events:

- Your boiler is broken down, and you need an emergency repair.
- There was a mild storm which knocked some roof tiles off but the tiles were already in subpar condition and the wind speeds were below 55mph
- The weather is severe and blown some tiles off which were otherwise in good condition. The wind speeds are over 55mph but the conditions are unsafe for an engineer to conduct a repair
- A leaking tap where facilities are not in use.
- You have lost your keys.

The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English Law will apply to this contract. All communications will be in English. All disputes arising out of this contract will be subject to the exclusive jurisdiction of Courts of England and Wales.

One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980)

What If You Have A Complaint?

Mistakes do happen and if you feel let down, we have the procedures in place to investigate and remedy your concerns. We will do our best to try and resolve the issue.

Your broker, Yoga Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Yoga follow the FCA guidelines for complaint handling and the steps to follow are set out on their website www.yoga-insure.co.uk

- Step 1:** We ask that you contact the appropriate Company during the following hours of 9:00am to 5:30pm Monday to Friday:
- If you would like to lodge a complaint regarding the selling of an insurance policy, the first step is to contact One's broker (i.e. Yoga Insurance Services): Live Chat available at www.yoga-insure.co.uk
 - If you would like to lodge a complaint regarding the handling of a claim, the first step is to contact One's Claims Handler (i.e. One Call Claims Limited): [0203 738 7386](tel:02037387386)
 - If you would like to complain about the terms and conditions of the policy cover, the first step is to contact the insurer (i.e. One Insurance Limited): [01302 495810](tel:01302495810) (Gibraltar)

All staff have been trained to provide a high level of service and will try to resolve any matter where possible. If the advisor is unable to reach a satisfactory resolution for you they will refer you to the appropriate Line Manager who will also try to resolve your complaint. You can also register your complaint to the complaints handling manager directly:

Selling Complaints	Terms and Conditions Complaints	Claims Complaints
The Complaints Handling Manager Yoga Insurance Services Limited First Point Balby Carr Bank Doncaster DN4 5JQ	Suite 913 Europort Europort Road Gibraltar GX11 1AA	The Complaints Handling Manager One Call Claims Unit 1 Carolina Court Doncaster DN4 5RA

We aim to resolve your complaint within 24 hours of when we receive it however if this is not possible then we will acknowledge your complaint within 5 working days. A written final resolution letter will be sent to you once all investigations are complete and within 8 weeks of receipt of your complaint. At which point we will then close our file. If however, you still remain dissatisfied at this stage please go to step 2.

Step 2: You have the right to refer your complaint to an approved dispute resolution facility run by the Financial Ombudsman Service, either on receipt of our final resolution or 8 weeks from the date you informed us of your dissatisfaction.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Please include a copy of the Final Response that we have issued to you with your policy number and quote "Yoga Insurance Services Limited" as reference. If you would like to make a complaint via the FOS then this must be made within 6 months of our final response. This will not affect your legal rights. Further information is available at <http://www.financial-ombudsman.org.uk>.

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Terms and Conditions

- 1** You must abide by the terms and conditions of this cover set out.
- 2** All payments on your home insurance policy must be up to date at the date of the claim, and you must continue to make payments in line with the original agreement.
- 3** We reserve the right to cancel this policy by issuing a cancellation notice to your last known address, giving 7 days notice. Charges on your main home insurance policy are separate.
- 4** In order for assistance to be provided, your home insurance policy must be in order and not due for cancellation.
- 5** Everything reasonable must be done to mitigate losses by the insured including taking precaution to avoid injury, loss or damage and protecting your property. You must also make sure other people do the same.
- 6** You can cancel this policy within 14 days of taking it out; where no claims have been made a full refund will be given. No refund of premium will be given after this period.

Conflicts of Interest Disclosure

One Insurance Limited is owned by directors who, in some cases, are also directors of Yoga Insurance Services Limited, your insurance broker.

Territorial Limits

Except where we say otherwise your insurance applies in Great Britain and Northern Ireland.

Data Protection

We are fully committed to ensuring that your data is protected. We comply with Data Protection Laws and apply high levels of security when processing your data.

Full information about how we handle and process your data can be found in our Data Protection Notice which we highly recommend you read. The notice is sent along with your policy documents.

If you require a copy of the Data Protection Notice or if you have any questions about how we handle and process your data, please contact our Data Protection Officer at DPO@yoga-insure.co.uk or alternatively write to us at Data Protection Officer, Yoga Insurance Services Limited, First Point, Balby Carr Bank, Doncaster, DN4 5JQ

Our Commitment To The Environment

One Insurance Limited is committed to making less paper waste by asking our customers to read their insurance papers online. If you need a paper copy of your insurance documents please get in touch with your insurance broker.



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