

one insurance

Executive Home Emergency Policy Booklet

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Disclaimer

Contonto

We may add to, change, end, 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 printing 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 a lot of damage to your home, you should contact the right emergency service (e.g. police) at once. If you believe there is a gas leak in your home, you should contact the National Gas Emergency Service at once.

You should also contact the relevant company responsible for any emergency resulting from water or electricity.

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

- · There is too much demand for the cover.
- · The weather makes repairs unsafe.
- · Industrial action prevents us from being able to help.
- · The parts needed are not available.
- · A specialist is needed for the claim, but is not 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;
We, our, us	ONE Insurance Limited.
You, your	The person named as the policyholder on the schedule.

Your Executive 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.

In return for your premium, we will give you our executive 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 and administered by One Call Claims Limited.

Level of Cover:

Please check 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

CEC

ONE Insurance Limited

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What Is Included?

We will pay a combined total of £750.00 (including VAT) for labour, advice, parts and materials to cover an emergency for insured events during the period of insurance, per claim.

- Boilers emergency repairs after an emergency involving your home that leads to the main source of heating failing.
- · Burst or blocked pipes, blocked drains as part of the internal water/heating system.
- Unlimited call outs.
- No call out excess.
- Hotel cover of up to £200.00 if the necessary repairs would cause the house to be uninhabitable overnight.
- · Travel costs of up to £50.00 should you need other accommodation.
- 24-hour cover, seven 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 make sure the property is safe and secure.
- · Cover for emergencies arising out of damage to guttering and soffits.
- Storm damage where roof repairs are needed to prevent flooding or to ensure security and the wind speeds are enough to be categorised as a storm
- · Removal of wasps or hornets nests.
- Removal of black rats or house/field mice.
- · Damage to locks and entrance ways where immediate repairs are needed for the purposes of either
- security or safety.
- · Damage to bricks, windows and doors that affect the security of your house.

Exclusions

- Resulting losses of any kind.
- Electricity.
- Heating not related to your boiler.
- · Any claim where the main source of heating is:
 - a. Not annually serviced or is not under a maintenance contract.
 - b. More than 15 years old.
- · The cost of, or contribution towards, replacing the main source of heating if it is beyond economic repair.
- Costs owed and action taken that we have not allowed.
- a. Any emergency assistance costs incurred before we have been told about a request for emergency repairs and/or that we have not allowed or for work that has not been carried out by an allowed repairer.
- b. Any action taken by an insured person that we or the allowed repairer have not agreed to.
- Wear and tear any claims for items or parts that need to be replaced because 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.
- Damage or losses caused by a fault reoccurring, 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 to your home because of an allowed repairer having to access your home or the source of the emergency including, but not limited to, tracing leaking pipes behind walls or under floors (the allowed repairer will carry out emergency repairs, but there is no cover under this insurance to put back your home to its original condition).
 - b. Losses that 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 loss or damage caused by squatters.
- Any claim where an insured person has not carried out remedial work recommended to them, or where an allowed repairer has carried out a temporary repair and an emergency has reoccurred due to an insured person later not carrying out a permanent repair.
- All costs for labour, advice, parts and materials more than £750.00.
- Any claim that results from an act that is wilfully committed and the outcome of which is consciously intended by an insured person.

- Any claim that cannot be dealt with due to health and safety regulations or a risk to the safety of an allowed repairer. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance needing specialist attention, such as asbestos.
- Any claim arising from the interruption, disconnection or failure of the mains, electricity, gas or water supplied; however they are caused.
- Any claim arising from subsidence, heave or landslip.
- · 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 a failure to act by the policyholder, where routine maintenance of a system or structure was needed.
- · Accidental damage including accidental damage caused by DIY of any kind.
- Any kind of damage caused by a deliberate act by the policyholder or anyone else living in the premises.
- Any claim that results from circumstances that the policyholder was aware of before they bought the insurance policy.
- · Any fault that was not adequately repaired before.
- Claims arising where structures or systems were not installed by suitably qualified workmen, unless fitted before the policyholder was responsible for the premises.
- Systems or structures that were not installed or fitted by a suitably-qualified workman except if they were installed or fitted before the policyholder moved in the insured premises.
- Routine maintenance work.
- Work carried out by an allowed repairer to temporarily or permanently rectify, repair or prevent further
 damage occurring by making safe the emergency where possible within the cover limits. This does not
 include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor
 covering/tiles and flowerbeds) or the permanent re-instatement of pathways and driveways that had to be
 removed or replaced to deal with the emergency.
- Any loss or damage caused by squatters.
- · Damage arising because of a force majeure event.
- Any expense arising from damage that would have arisen even if the insured event did not occur.
- Any damage to flat, tarpaulin, glass, plastic, felt or thatched roofs.
- · Claims arising in the first 14 days from taking out the policy.
- Any item not forming part of your policy coverage as detailed in 'What's Covered?'
- Removal of bee's nests.
- 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 and you are unable to turn off the water yourself
- · 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).
- 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.
- Any property or event covered under a more specific policy or warranty.
- Any fall in market value because of repairs or reinstatement.
- Loss or damage because of delay, confiscation or detention by order of any government or public authority.
- Loss where property is obtained by any person using a form of payment which later is 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 that took place before the start of this insurance.
- We shall not be held liable for failure to perform the party's obligation if this failure is due to any force majeure
 events (including earthquakes, hurricanes, or other natural disasters where their occurrence cannot be
 foreseen at the time the policy starts), war, invasion, acts of foreign enemies, hostilities (regardless of whether
 war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist

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- activities whether threatened or carried out, nationalisation, government sanctions, blockage embargoes, labour disputes, strikes, radioactivity, contamination lockouts or interruption or failure of the electricity or telephone service.
- 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 that needs to be replaced because 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).

Exclusion of Liability From Acts of Third Parties

We make every effort to make sure that we choose recognised and competent tradesmen and repairers. However, if intentional, reckless, negligent or otherwise substandard work by an allowed third-party repairer causes further loss, all liability to you for their acts or omissions howsoever caused is excluded to the fullest extent allowed by law. This disclaimer does not affect your statutory rights for any products or services that you buy from Yoga Insurance. If any rules in these terms and conditions are found by any court or administrative body of competent jurisdiction to be invalid, unlawful, illegal or unenforceable for any reason, such rules shall be deleted and will not affect the validity or enforceability of the remaining rules.

General Conditions

- We will make sure that an engineer/repairer will contact you within two 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 that prevent someone gaining access to the insured premises or that make giving the cover 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 under the exclusions and conditions of this home emergency cover.
- All communication between the policyholder and us, your broker or your claims handler will be in English unless expressly agreed by both parties before the policy starts.
- We will not make any payment under the home emergency cover if any of the terms and conditions are not met.
- 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 that happens in its entirety at a set moment in 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 the accident.
- Except 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 the Contracts (Rights of Third Parties) Act 1999 except those they have by law.
- Cover usage: 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:

- Your boiler is not working and you need an emergency repair and have called us within 48 hours of noticing the incident.
- The weather is severe and blown some tiles off which were otherwise in good condition and the wind speeds are sufficient enough to be catergorised a storm. The wind speeds are over 55mph and the conditions are safe for an engineer to conduct a repair
- Someone has tried to break into your property and damaged the locks, the door cannot be secured shut and there is no alternative door.

Examples of Non Claimable Events:

- · You have called us more than 48 hours after noticing the incident.
- The boiler is not working but it has not been serviced within the last year.
- You have lost your keys.
- 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
- 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
- A leaking tap where facilities are not in use.

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)

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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
- 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 (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	Suite 913 Europort	The Complaints Handling Manager
Yoga Insurance Services Limited	Europort Road	One Call Claims
First Point	Gibraltar	Unit 1
Balby Carr Bank	GX11 1AA	Carolina Court
Doncaster		Doncaster
DN4 5JQ		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 gSR

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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