

Philip Williams & Company



Home Emergency Cover & Motor Breakdown Cover

Policy Document 2019

Cover applies as per the dates shown
on your policy schedule. This document is not
valid outside the dates shown on your schedule.



Home Emergency
Claims Helpline
01384 884 041



Motor Breakdown
Claims Helpline
01384 889 540



RESIDENTIAL EMERGENCY POLICY

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

* All potential claims must be reported to Our Claims Helpline

Claims Helpline – 01 384 884 041

This Claims Helpline is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. It does not take the place of Your Material Damage Insurance. If the situation is not an Emergency likely to cause insecurity, unreasonable discomfort, risk or difficulties, You should telephone Your Buildings Insurer direct for claims assistance and advice.

HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

- * Before requesting assistance and making a claim check that the circumstances are covered by this insurance.
- * Telephone the Claims Helpline quoting with whom the insurance was arranged and provide details of the problem.
- * To ensure an accurate record Your telephone conversation may be recorded.
- * All requests for assistance must be made to the Helpline and not to the Contractors direct otherwise any Emergency Work will not be covered.
- * The Helpline will obtain a suitable Contractor provided that there are no circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible such as adverse weather conditions, industrial disputes, failure of the public transport system.
- * The Helpline and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
- * Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.
- * The Contractor will charge the cost of all work covered by the insurance directly to the Insurer; but You will be asked to pay the cost of:-
 - a) call-out charges if there is not a responsible person at the Property when the Contractor arrives.
 - b) any work not covered by or excluded by this insurance.
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

Please note that if You should engage the services of a contractor prior to making contact with this Helpline any costs that You incur are not covered by this insurance.

Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

If within 14 days of receipt of this policy You are unhappy with any of the requirements as stated above, please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium less any costs incurred.



IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to Our Claims Helpline Service, which operates 24 hours a day, 365 days a year:

The Emergency Claims Helpline Service telephone number is 01384 884 041

Our address for correspondence is:

LIMemergency
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

We will pay Your claim up to the Claims Limits subject to the terms, conditions and exclusions of this policy against an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance.

POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Beneficiary

A Member of the Philip Williams Essentials Insurance Scheme who has paid the relevant subscriptions.

Claim Limit(s)

The amount We will pay in respect of any one claim and during any one Period of Insurance.

For Emergency Work the cost shall be limited (inclusive of VAT) to:

- i) The Contractors call-out charge
- ii) The Contractors labour up to a maximum of three hours
- iii) Parts and materials up to £150
- iv) Contribution to alternative heating purchased or hired by the Beneficiary up to £50
- v) Boiler Replacement Contribution up to £150
- vi) Alternative Accommodation up to £250

subject to a maximum Claim Limit of £1000 for each claim related by time or original cause.

Contractor

A qualified person approved and instructed by the Helpline to undertake Emergency Work. (This may include a Local Authority in the case of Pest Infestation)

Emergency

A sudden and unforeseen situation which if not dealt with quickly would:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause significant discomfort, risk or difficulties for or to You.

Emergency Work

Efforts made by the Contractor to resolve an Emergency by completing a Temporary Repair (or a Permanent Repair where this can be done at a similar cost) in respect of the occurrences covered by this insurance subject to the Claim Limits under the policy. In relation to Pests, this shall mean the removal or control thereof.

Helpline

The Helpline operated by LIMemergency.

Insurers

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Period of Insurance

The Period we have agreed to cover the Beneficiary for:

Permanent Repair

Repairs or work required to permanently resolve the reason for the Emergency occurring.

Primary Heating System

The principal central heating and hot water systems excluding any form of solar heating system and non-domestic central heating boiler or source.

Property

Your principal private dwelling residence owned by You.

Service

All attempts made by Us and the Contractor to rectify, repair, limit or prevent damage in respect of the items covered by this policy following an Emergency.

Temporary Repair

A repair which will resolve an Emergency but will need to be replaced by a Permanent Repair.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Uneconomical

Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.

We, Us, Our

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

You, Your

The Beneficiary to whom this policy has been issued and anyone else living in the Property with their permission.



INSURED EVENTS

Emergency Work where one or more of the following has occurred in the Property:-

SECTION 1

PLUMBING AND DRAINAGE

What is Covered?

- 1) Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence.
- 2) Blocked toilet.
- 3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting.

What is Excluded?

- 1) The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage.
- 2) Blocked toilets where this has been caused as a consequence of wilful misuse.
- 3) All public sewers, drains and pipe work which are maintained by local utilities or service undertakings.
- 4) Descaling and any work arising from hard water scale deposits.
- 5) Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.
- 6) External overflows unless internal damage is a likely consequence or the leakage of water from swimming pools and hot tubs.
- 7) The repair of domestic appliances that are leaking water; other than from external fixed pipe work.

SECTION 2

INTERNAL ELECTRICITY, GAS, AND WATER SUPPLIES

What is Covered?

- 1) Electricity failure of at least one complete circuit.
- 2) Gas leak.
- 3) Water supply system failure.

What is Excluded?

- 1) Repair work to or the cost of replacing lead pipework
- 2) The interruption or disconnection of public services to the Property however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system.
- 3) External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
- 4) Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools and leisure equipment.
- 5) Descaling and any work arising from hard water scale deposits.
- 6) Photovoltaic systems.

SECTION 3

SECURITY

What is Covered?

- 1) External lock failure or damage.
- 2) External door failure or damage.
- 3) External window failure or damage.

What is Excluded?

- 1) Internal locks, doors, glass, external garages or outbuildings.
- 2) Any damage caused by the Contractor in gaining access to the Property.
- 3) Doors subject to swelling.

SECTION 4

LOST KEY

What is Covered?

Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.

What is Excluded?

- 1) The loss of keys to internal doors, garages and outbuildings.
- 2) Any damage caused by the Contractor in gaining access to the Property.



SECTION 5

PRIMARY HEATING SYSTEM

What is Covered?

- 1) The Primary Heating System has failed or broken down completely.
- 2) A contribution towards the cost of purchase or hire by the Beneficiary (upon production of an original receipt for payment) of alternative heating sources where these are deemed necessary given the temperatures in the event that the Primary Heating system has failed completely and it is not possible to reinstate the heating within a 6 hour period.

What is Excluded?

- 1) Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt)
- 2) Lighting of boilers or the correct operation or routine adjustment of time or temperature controls.
- 3) Any form of solar heating systems.
- 4) Power flushing or descaling.
- 5) The replacement of water tanks, cylinders, and central heating radiators.

SECTION 6

PEST INFESTATION

What is Covered?

- 1) Wasp nests.
- 2) Hornet nests.
- 3) House mice.
- 4) Field mice.
- 5) Rats.
- 6) Cockroaches.

What is Excluded?

Where the infestation is not directly affecting the living areas of the Property

SECTION 7

ROOFING

What is Covered?

Sudden and unforeseen damage to the roof of the Property.

What is Excluded?

Damage to flat roofs over ten years of age.

SECTION 8

BOILER REPLACEMENT CONTRIBUTION

What is Covered?

Subject to acceptance of a claim under Section 5 of this policy, where Your boiler has failed and is deemed by the Contractor and Us to be Uneconomical to repair, We shall contribute (upon production of an original receipt for payment) the lower of 50% of the capital cost including VAT or £150 towards the cost of a brand new replacement.

What is Excluded?

SECTION 9

OVERNIGHT ACCOMMODATION

What is Covered?

Overnight accommodation up to a maximum of £250.00 including VAT (upon production of an official invoice) where it has not been possible to resolve the Emergency following Emergency Work carried out by the Contractor and the Property is rendered uninhabitable.

What is Excluded?

EXCLUSIONS

We shall not be liable for costs arising from or in connection with:-

1. circumstances known to You prior to the commencement date of this insurance.
2. any system, equipment including boilers or facility which has not been properly installed in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
3. replacement or adjustment to any decorative or cosmetic part of any equipment.
4. garages, out-buildings, cesspits, septic tanks or fuel tanks.
5. wilful act or omission or lack of maintenance or neglect by You.
6. claims relating to Properties left unoccupied for 60 consecutive days or more.
7. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.

8. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy.
9. claims arising within the first 48 hours from the date of commencement of this insurance unless You held equivalent insurance immediately prior to the commencement of this policy.
10. any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
11. claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.
12. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Repair.
13. any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or



b) by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.

14. any claim or expense of any kind caused directly or indirectly by:

a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or

b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;

15. any loss or damage caused by any sort of war, invasion or revolution

16. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;

17. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

CONDITIONS

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

a) supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for cover under the policy;

b) to make sure that all information supplied as part of Your application for cover is true and correct;

c) tell Us of any changes to the answers You have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Recovery of Costs

We may take proceedings at Our own expense in Your name to recover any sums paid under this insurance.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting <https://goo.gl/qVkJZq>

If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer Your insurance policy and meet Our contractual requirements under the policy.

It is important to LIM that You are clear on what information We collect and why We collect it. You can withdraw Your consent at any point by notifying LIM, however if You have an on-going claim this may affect continued cover under Your policy. Should Your data need updating, this can also be done at any point by contacting LIM.

To view Our full privacy notice, You can go to <https://goo.gl/3p9hKp> or request a copy by emailing Us at dataprotection@legalim.co.uk. Alternatively, You can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Reasonable Care

You must take reasonable care and maintain the Property and its equipment in good order and take all reasonable precautions to prevent loss or damage.

Where a Temporary Repair has been carried out, the onus will be upon you to carry out repairs or work to permanently resolve the reason for the Emergency occurring. Should you fail to carry out the Permanent Repair a Contractor will not be appointed to undertake any further Emergency Work.

CANCELLATION

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance 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) Where we reasonably suspect fraud

b) Non-payment of premium

c) Threatening and abusive behaviour

d) Non-compliance with policy terms and conditions

e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.



Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover; less a proportionate deduction for the time we have provided cover; unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Claims & Helpline Service

All potential claims must be reported initially to the Claims Helpline for advice and support.

Emergency Claims Notification & Advice Helpline Number: 01384 884 041

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Beneficiary's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director, Legal Insurance Management Ltd,
1 Hagley Court North, The Waterfront, Brierley Hill,
West Midlands DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service
The Financial Ombudsman Service Exchange Tower,
Harbour Exchange Square,
London, E14 9SR
Tel: 0800 0234 567 or 0300 123 9 123
www.financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if We cannot meet Our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS. Or visit www.fscs.org.uk

HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

1. Telephone the Helpline quoting with whom the insurance was arranged and provide details of the problem.
2. To ensure an accurate record Your telephone conversation may be recorded.
3. All requests for assistance must be made to the Helpline and not to the Contractors direct otherwise the Work will not be covered.
4. The Helpline will obtain a suitable Contractor provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.
5. The Helpline and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
6. You must ensure that whilst the Contractor is at the Property an appropriate person to authorise any work is also present.
7. Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.
8. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
9. You will be asked to pay the cost of:
 - a) call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
 - b) all charges in excess of the Claim Limits.
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
10. There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond Our control. In the event of this occurring We will ensure that Your Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.
11. Where the Contractor and Us deem Your boiler to be Uneconomic to repair; You will be required to provide an original invoice showing payment for a brand new replacement boiler prior to Us paying any benefit under this policy.
12. Where it is not possible to validate your claim at the time of initial notification, you may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.



PHILIP WILLIAMS AND COMPANY ESSENTIALS MOTOR BREAKDOWN

Philip Williams and Company Essentials Rescue is a service provided by Call Assist. Call Assist provides a 24 hour assistance service every day of the year through a network of Recovery Operators throughout the UK plus an additional network throughout Europe, providing assistance in over 45 countries. This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Please check Your Policy Schedule to ensure You have the level of cover You need and read the following to help You use the service.

What to do if You Breakdown

If Your Vehicle breaks down please call Our 24 hour Control Centre on:

01384 889 540

All use of this service is available for the covered member and their Partner only. Any claim will be validated with Philip Williams and Company, with costs for any claims from non-eligible persons being the responsibility of the claimant.

Please have the following information ready to give to Our Rescue Controller who will use this to validate Your policy:

- Your return telephone number with area code
- The name of the covered member
- Your Home Address including post code
- Your Vehicle registration
- The precise location of Your Vehicle (or as accurate as You are able in the circumstances)

We will take Your details and ask You to remain by the telephone You are calling from. Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to Your Vehicle.

Please remember to guard Your safety at all times but remain with or nearby Your Vehicle until the Recovery Operator arrives. Once the Recovery Operator arrives at the scene please be guided by their safety advice.

If You are broken down on a motorway and have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number; they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that You have contacted Us or give them Our telephone number to call Us on Your behalf.

Your Cover

If the car, motorcycle, campervan, motorhome (including domestic vans up to 3.5 tonnes), or car-derived van which You are travelling in/on at the time of the Breakdown including any towed caravan or trailer of a proprietary make which is fitted with a standard towing hitch and doesn't exceed 7 metres/23 feet (not including the length of the A-frame and hitch) you or your partner are travelling in suffers a Breakdown due to a mechanical or electrical failure, flat tyre, lack of fuel, misfuel, Accident, theft, vandalism or fire, service will be provided. We will provide cover as detailed below for any Breakdown in accordance with the policy wording. Cover will apply during the Period of Insurance and within the Territorial Limits (UK).

Indigo Cover – UK

The following service is provided with your level of cover:

Roadside Assistance & Recovery

We will send help to the scene of the Breakdown within the Territorial Limits (UK) and arrange to pay callout fees and mileage charges needed to repair or assist with the Vehicle.

If, in the opinion of the Recovery Operator; they are unable to repair the Vehicle at the roadside We will assist in the following way: -

Either :

- Arrange and pay for Your Vehicle, You and up to six passengers to be recovered to the nearest garage which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle, You and up to six passengers to be transported to Your Home Address, or if You would prefer and it is closer, Your original destination within the Territorial Limits (UK).

The recovery must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

Home Assist

We will send help to Your Home Address or within a one mile radius of Your Home Address in the event Your Vehicle suffers a Breakdown.

If, in the opinion of the Recovery Operator; they are unable to repair Your Vehicle at the roadside, We will arrange and pay for Your Vehicle, You and 6 passengers to be recovered to the nearest garage which is able to undertake the repair.

The recovery must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

Alternative Travel*

We will pay up to £250 towards the reasonable cost of alternative transport or a hire car up to 1,600cc to allow You to complete Your original journey. We will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired Vehicle.

Emergency Overnight Accommodation*

We will pay a maximum of £150 for a lone traveller or £75 per person for one night of overnight accommodation including breakfast for You and up to 6 passengers. The maximum payment per incident is £500.

*Emergency Overnight Accommodation and Alternative Transport benefits are available under the following conditions:

- The Vehicle must be repaired at the nearest Suitable Garage to the Breakdown location
- The Vehicle cannot be repaired the same working day
- The Breakdown did not occur within 20 miles of Your Home Address



- We will determine which benefit is offered to You by assessing the circumstances of the Breakdown and what is the most cost effective option for Us

These services will be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Controller. The policy will only pay for a hire car which we deem is appropriate for Your requirements and is available at the time assistance is provided. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

Keys

If You lose, break, or lock Your keys within Your Vehicle, We will pay the callout and mileage charges back to the Recovery Operator's base or Your Home Address if closer. All other costs incurred, including any Specialist Equipment needed to move the Vehicle, will be at Your expense.

Misfuel Assist

In the event You fill Your Vehicle's fuel tank with the incorrect type of fuel, We will arrange and pay up to £250 (inclusive of VAT) for a Recovery Operator to either recover Your Vehicle, You, and Up to 6 passengers to their base where a drain and flush to Your Vehicle's fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, we will also provide 10 litres of correct fuel to allow You to continue Your journey.

Occasionally misfuelling a Vehicle can cause extensive damage which a fuel drain and flush will not rectify. We cannot accept liability for any damage caused to Your Vehicle but if You would prefer for the fuel drain and flush to be conducted by Your preferred repairer, We will arrange and pay for a Recovery Operator to recover Your Vehicle, You, and up to 6 passengers to a repairer of Your choice within 20 miles of the scene of the Breakdown. Subject to the prior authorisation of Our Rescue Controller we will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when we have received copies of valid receipts.

Message Service

If You require, We will pass on two messages to Your home or place of work to let them know of Your predicament and ease Your worry.

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where You would like Us to assist additional passenger numbers who exceed the maximum of 6, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Governing Law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Measurements

A Home Assist is calculated using a straight line from the Home Address to the location of the Breakdown. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between You and the Recovery Operator.

Definitions

Accident

A collision immediately rendering the Vehicle immobile or unsafe to drive.

Breakdown

An electrical or mechanical failure, flat tyre, lack of fuel, misfuel, Accident, theft, vandalism or fire to the Vehicle, which immediately renders the Vehicle immobilised.

Home Address

The last known address recorded by Philip Williams and Company where You reside.

Home Assist

Assistance within a one mile radius of Your Home Address.

Partner

The cohabiting partner of the covered member at the time of the incident.

Period of Insurance

The duration of this policy will be shown on your policy schedule.

Recovery Operator

The independent technician Call Assist appoints to attend Your Breakdown.

Rescue Controller

The telephone Operator employed by Call Assist Ltd.

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383. This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to recover the Vehicle. Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

Us, We, Our

Call Assist Ltd or Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

Vehicle

The car, motorcycle, campervan, motorhome (including domestic vans up to 3.5 tonnes), or car-derived van which You are travelling in/on at the time of the Breakdown including any towed caravan or trailer of a proprietary make which is fitted with a standard towing hitch and doesn't exceed 7 metres/23 feet (not including the length of the A-frame and hitch).

You, Your

The members named on the policy schedule.



Exclusions

applying to all sections unless otherwise stated

This insurance does not cover the following:-

1. Service where glass or windscreens have been damaged or broken.

2. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.

3. Breakdowns caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water.

4. Any request for service if the Vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.

5. Overloading of the Vehicle or carrying more passengers than it is designed to carry.

6. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.

7. The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day. If recovery takes effect We will only recover to one address in respect of any one Breakdown.

8. Breakdowns occurring to any vehicle You are not travelling in.

9. Any request for service if the Vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.

10. Minibuses and vehicles used for a commercial purpose, horseboxes, or limousines.

11. Any claims relating to the following:-

a) Vehicles exceeding 3,500 kg (3.5 tonnes) gross vehicle weight;

b) Any towed caravans/trailers more than 7 metres (23 feet) in length (not including the length of the A-frame and hitch).

c) Assistance if the Vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.

12. The cost of any parts, components or materials used to repair the Vehicle.

13. Repair and labour costs other than half an hour roadside labour at the scene.

14. The use of Specialist Equipment occasionally required because the Vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.

15. Storage charges.

16. Any Breakdown that occurred before You were provided with this cover.

17. More than six callouts in any twelve month period.

18. Claims totalling more than £15,000 in any twelve month period.

19. Any costs or expenses not authorised by Our Rescue Controllers.

20. The cost of food (other than breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.

21. Claims not notified and authorised prior to expenses being incurred.

22. The charges of any other company (including Police recovery) other than the Recovery Operator; a car hire agency or accommodation charges which have been authorised by Us.

23. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.

24. Any cost that would have been incurred if no claim had arisen.

25. Any false or fraudulent claims.

26. The cost of alternative transport other than to Your destination and a return trip to collect Your repaired Vehicle.

27. The cost of fuel, oil or insurance for a hire vehicle.

28. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within the same working day.

29. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.

30. Any damage or loss to Your Vehicle or its contents and any injury to You or any third party caused by Us or the Recovery Operator. It is Your responsibility to ensure personal possessions are removed from the Vehicle prior to Your Vehicle being recovered.

31. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.

32. Failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.

33. A request for service following any intentional or wilful damage caused by You to Your Vehicle.

34. Fines and penalties imposed by courts.

35. Any cost recoverable under any other insurance policy that You may have.

36. Any cover which is not specifically detailed within this policy.

37. Electronic Data

Any consequence, howsoever caused, including but not limited to Computer-Virus in Electronic Data being lost, destroyed, distorted, alter

38. Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear

fission or fusion or other comparable reaction or radioactive force or matter.

39. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

40. War

Any direct or indirect consequence of war; civil war; invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.



General Conditions

applying to all sections

1. You must remain with or nearby the Vehicle until help arrives.
2. If a callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a callout from Your policy. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent callouts.
- 3 We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
- 4 We have the right to refuse to provide the service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the Recovery Operator.
- 5 Your Vehicle must be registered to and ordinarily kept at an address within the Territorial Limits (UK).
- 6 Vehicles must be located within the Territorial Limits (UK) when cover commences.
- 7 If in Our opinion the Vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Vehicle in its current condition following the Breakdown, We have the option to pay You the market value of the Vehicle in its current condition and pay Your transportation costs to Your Home Address. It will be Your responsibility to apply for a Certificate of Destruction or other such document and You will be required to pay for any storage costs whilst this is obtained. If You would prefer the Vehicle to be transported to Your Home Address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of the Vehicle in its current condition.
- 8 We will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
- 9 We must be advised immediately at the time of contacting Us for assistance, if Your Vehicle is fitted with alloy wheels. If We are not advised and We are unable to provide the service promptly or efficiently through the agent who will be assisting You, You will be charged for any additional costs incurred.
- 10 If We are able to repair Your Vehicle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
- 11 The repair must be carried out if the Vehicle is recovered to a Suitable Garage and the Suitable Garage can repair the Vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
- 12 You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If You do not have funds available, any further service related to the claim will be denied.
- 13 In the event You use the service and the claim is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
- 14 We may decline service if You have an outstanding debt with Us.
- 15 If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us. If You

are covered by any other insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.

16 Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting Your Vehicle.

17 The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. We will endeavour to help arrange alternative transport but You will need to pay for this service immediately by credit or debit card.

18 Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.

19 The policy is not transferable.

20 If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your cover immediately notifying You, by letter to Your Home Address, of what action We have taken.

21 We will provide cover if

- a) You have met all the terms and conditions within this insurance.
- b) The information provided to Us, as far as You are aware, is correct.

Should You wish to contact Us, We can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester CO1 1UX
- Email: enquiries@call-assist.co.uk
- Facsimile: 01206 364268

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a Breakdown. As with any insurance, it does not cover all situations and You should read the terms and conditions of this policy to make sure that it meets Your specific needs.

Our Promise To You

We aim to provide a high standard of service. Please telephone Us if You feel We have not achieved this and We will do Our best to rectify the problem immediately.

Complaints Procedure

Any complaint You have regarding Your policy should be addressed to the policy administrator:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of Your policy and in particular Your policy number; to help Your enquiry to be dealt with speedily. We promise to:

- acknowledge Your complaint within five working days of receiving it;
- have Your complaint reviewed by a senior member of staff;
- tell You the name of the person managing Your complaint when We send Our acknowledgement letter; and
- respond to Your complaint within 20 working days. If this is not possible for any reason, We will write to You to let You know when We will contact You again.



If You remain dissatisfied, short of court action, You can:

- ask The Financial Ombudsman Service to review Your case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service Exchange Tower,
Harbour Exchange Square,
London, E14 9SR
Or by telephoning: 0800 023 4567
or 0300 123 9123

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk.

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383. This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Call Recording

To help Us provide a quality service, Your telephone calls may be recorded.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

Cancellation

- The Insured may cancel the policy within 14 days of purchasing the cover with a full refund of the insurance premium paid, providing the Insured has not made a claim which has been accepted under the policy.
- The Insured may cancel this policy at any time by giving at least 21 days' written notice to us. The insurer will refund part of the premium for the unexpired period unless the Insured has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- The insurer may cancel the policy at any time by giving at least 21 days' written notice to the Insured. The insurer will refund part of the premium for the unexpired period.
- The Insured may not cancel an individual component of this cover in isolation. Motor Breakdown Cover and Home Emergency Cover may not be separated from the package.



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Philip Williams and Company are authorised and regulated by the Financial Conduct Authority.