

Home emergency insurance

Policy wording



Welcome

Thank you for buying home emergency insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

This agreement is based on the information that you provided when you applied for the policy. It's important that this is correct so please take a moment to check through your documents. Once you're happy, please keep them together, somewhere safe.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 7. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure

Kind regards

Paul Reid Managing Director, Lifesure

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About your policy

Introduction

Thank you for taking out this **Home Emergency** policy which has been arranged by Soter Professional Services Ltd.

As long as **You** have paid the premium, the services and benefits described in this policy will be provided:

- during any **Period of Insurance** set out in the schedule
- within the Geographical Limits

We will use the details that **You** have given **Us** to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. **You** should read all of these carefully, to ensure this policy meets **Your** individual requirements.

This insurance

This insurance is a **Home Emergency** policy and not a household buildings or contents policy. It should complement **Your** household insurance policies, and provide benefits and services which are not normally available under these policies.

This Insurance does not cover normal day-to-day **Home** maintenance which **You** should carry out or pay for, such as items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers.

What **We** undertake to do is provide rapid, expert help if **You** suffer an **Emergency** in **Your Home** arising from an incident covered under the policy. **We** will arrange for one of **Our Approved Contractors** on **Our** nationwide list of authorised tradesmen to attend and take action to stabilise the situation and remove the **Emergency**.

About your insurer

Underwriters and Lifesure Group Limited agreement

If **You** are unsure whether something is covered or excluded, please contact the company who sold **You** this policy.

This policy is underwritten by Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference No. 202846. Registered in England No. 1708613.

This can be checked on the Financial Services Register at fca.org.uk/register or by contacting them on **0800 111 6768**.

To ensure **We** are consistent in providing **Our** customers with quality service, **We** may record **Your** telephone call.

Lifesure Group Limited

Lifesure Group Limited was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifesure Group, please visit **our** website at lifesure.co.uk.

Authorised Signature

Paul Reid Managing Director

Lifesure Group Limited

Making sense of your policy: definitions

Certain words in **Your** policy document or schedule have a particular meaning as shown below. Whenever **We** use one of these words it will always have the same meaning.

We/Us/Our

Astrenska Insurance Limited.

You/Your

The person named on the policy schedule and members of their household normally living with them

Approved Contractor

A tradesman approved and authorised by **Us** in advance to carry out repairs

Emergency

A sudden and unexpected event at Your Home which if not dealt with immediately will;

- expose You or a third party to a risk to their health or
- make Your Home unsafe or insecure or
- will cause damage or further damage to Your Home and its contents or
- will leave Your Home without Mains Services

Mains Services

Mains drainage to the boundaries of Your Home, water, electricity and gas within the Home

Emergency Repair

A temporary repair carried out by an **Approved Contractor** which is necessary to resolve the immediate **Emergency** but which will need to be replaced by a **Permanent Repair**

Permanent Repair

A repair or other work necessary to put right the damage caused to Your Home by the Emergency

Geographical Limits

Comprising of the mainland of Great Britain and Northern Ireland

Home

Your principal **residence** used for domestic purposes including any part of the **Residence** used for business purposes (providing no more than half of the rooms in total are used for this purpose)

Residence

The house, bungalow, park home or self-contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in **Your** schedule, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials. This excludes bed-sits or properties with multiple occupation/ residential or nursing homes

Period of Insurance

The twelve (12) month period starting from the commencement date shown on the confirmation letter. Please note that **You** are not able to make any claims within the fourteen (14) days following **Your** initial purchase of this policy.

Unoccupied

Not been lived in by You or Your Family, or any other person with Your permission

How to make a claim

When **You** become aware of a possible claim under this policy, **You** must notify **Us** immediately by telephone on **01480 272705**.

We will then advise You how to protect yourself and Your Home.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to **You** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON: 0800 111 999

Your cover

What is covered

An **event** which **we** consider to be an **Emergency** to **Your Home** by the following causes:

Bursting or sudden leakage of water pipes within **Your Home** or failure of **Your** domestic hot water heating

Failure of or damage to underground drains or sewers

Damage to, or mechanical failure of, the only accessible toilet or cistern in **Your Home** which results in complete loss of function

We will appoint an Approved Contractor to assist You if You lose or damage the only available key to Your Home or if You are unable to gain access to Your Home due to failure or damage to the external locking mechanism.

What is not covered

- an Emergency which happens before the Period of Insurance starts or within fourteen (14) days of the date of first purchase of this policy
- dripping taps
- burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap
- slow seepage from joints or gaskets which does not involve a sudden escape of water
- leaking overflows
- the results of hard water scaling deposits
- breakage of any basin, bath, bidet or shower base
- blockage of soil or waste pipes from sinks, basins, bidets, baths or showers
- the results of hard water scaling deposits
- any claim where there is another working toilet within Your Home
- breakdown of, loss of or damage to Saniflo toilets
- cost of replacement ceramics or parts
- any theft of keys, vandalism or malicious damage not reported to the Police

Your cover cont'd

What is covered

Complete failure of **Your** central heating system involving a boiler or warm air unit

What is not covered

- replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the nonavailability of parts
- any costs for work recommended as being undertaken following a service of **Your** boiler of warm air unit
- · any intermittent or reoccurring fault
- any water pressure adjustments or failure caused through hard water scale or sludge
- gas leaks from any pipes or appliances
- any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions
- any boiler or system noise
- any radiator valves
- · any airlocks in the central heating piping
- any costs relating to the repair or replacement of the central heating pump or wall or room thermostat
- the results of hard water scaling deposits
- which is over twenty (20) years old and has an output more than 60kw per hour capacity

Removal of wasp nests, hornets, field or house mice or brown rats within **Your Home**

- any infestations or pests in gardens, or outbuildings
- any damage caused by the pests or infestations or by their removal

The property has been made insecure due to the external locking mechanism(s), doors or windows which have either failed completely or have been damaged

- breakage of internal glass or doors
- any loss not reported to the Police

Missing or repositioned roof tiles, down-piping or guttering failing and further water damage being a likely result of such failure. • flat or Tarpaulin Roofs

Your cover cont'd

What is covered

Alternative Accommodation

Where **Your Home** is rendered not fit to live in as a result of an **Emergency** covered by this policy, if **You** ask **Us We** will arrange and pay up to a total of £250 including VAT for reasonable overnight accommodation only costs, incurred by **You**.

What is not covered

- Any accommodation for persons that do not normally reside in **Your** house
- Laundry services, room service, restaurant or bar bills

We will arrange for an Approved Contractor to assess the situation and carry out Emergency Repairs to Your Home to stabilise the situation and remove the Emergency or restore the normal operation of the boiler or warm air unit.

Where the cost of a **Permanent Repair** is similar to the cost of an **Emergency Repair We** may, at **Our** sole discretion, authorise **Our Approved Contractor** to undertake a **Permanent Repair** to **Your Home**.

We will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials.

Whilst **We** will make every effort to make sure that **We** supply **You** with the full range of services in all **Emergencies** covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **Us** from providing the normal standard of service.

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

The maximum amount that **We** will pay during any **Period of Insurance** is £2,500 including VAT.

General conditions

- 1. You must answer all questions about this policy honestly and fully at all times. You must also tell **Us** straight away if anything that **You** have already told **Us** changes. If **You** do not tell **Us**, **Your** policy may be cancelled and any claim **You** make may not be paid.
- 2. **You** must take all reasonable steps to protect **Your Home** and prevent loss and damage and to maintain Your **Home** in sound condition and good repair.
- 3. All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **You** should keep all service documentation in case it is needed when **You** make a claim.
- 4. If a claim is fraudulent in any respect all benefit under this Policy will be forfeited.
- 5. We will insure **You** under this policy only if **You** keep to the terms and conditions of this policy.
- 6. We may take proceedings at **Our** expense and for **Our** own benefit, but in **Your** name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable **Us** to recover any costs **We** have incurred from any third party who may have liability for the costs.
- 7. When **You** become aware of a possible claim under this policy, **You** must notify **Us** immediately. If for any reason **We** allow **You** to use **Your** own appointed contractor, **You** should obtain an estimate for the work and contact **Us** for authorisation to continue with the repair. **You** must then at **Your** own expense supply **Us** with a written statement and other supporting documentation that **We** may require to substantiate **Your** claim as soon as is reasonably possible.
- 8. If there is any dispute about the policy interpretation, or if **We** have accepted a claim but there is a disagreement over the amount **We** will pay, **We** offer **You** the option of resolving this by using the Arbitration procedure **We** have arranged. Please see the details shown under the Customer Satisfaction section. Using this service will not affect **Your** legal rights.
- 9. **You** and **We** are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply.
- 10. **You** must promptly pay **Us** or the Approved Contractor for all work authorised by **You** which is not covered under this insurance policy.
- 11. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **You** must provide **Us** with full details of the other contract. **We** will not pay more than **Our** fair share (rateable proportion) of any claim.

General conditions cont'd

You are not covered for:

- 1. Any loss or damage arising from faults, damage or infestation that **You** were aware of at the time**You** entered into this contract
- 2. Any costs incurred when You have not notified Us and received Our prior agreement
- 3. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement
- 4. Damage incurred in gaining necessary access or the cost of effecting Permanent Repairs once the **Emergency** has been resolved, including any redecoration or making good the fabric of the **Home**
- 5. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards
- 6. Any claim when the **Home** has been left **Unoccupied** for thirty (30) consecutive days or more
- 7. Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
- 8. Any loss or damage arising as a consequence of:
 - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date
 - b) computer viruses
- 10. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **Our** part can be demonstrated. An example of this would be loss of wages as a result of an **Emergency**.
- 11. Costs associated with any other property, Home contents or communal/shared areas of Your Home
- 12. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions
- 13. Subsequent claims arising from the same cause or event, when **You** have not taken or paid for the action recommended by **Our Approved Contractor** to ensure that the original fault has received a **Permanent Repair**
- 14. Any claim where no fault is found
- 15. Failure of any services where the problem is situated outside the boundary of the plot of land on which **Your Home** is situated or beyond the part of the sole or shared supply system or piping for which **You** are legally responsible

How to cancel your policy

Cooling Off Period – fourteen (14) days

If, when reading **Your** policy, **You** decide that it does not meet **Your** requirements, please return the policy and schedule within fourteen (14) days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **You** any premium **You** have paid and **We** will recover from **You** any payments **We** have made.

Cancellation by You

If **You** subsequently give notice in writing or by telephone to **Us** to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

Cancellation by Us

If **You** fail to satisfy the terms of **Your** policy, We may choose to cancel **Your** policy during the **Period of Insurance** by giving **You** fourteen (14) days written notice of cancellation to the last address **You** provided **Us** with. Examples of when **We** might do this includes **You** not paying a premium instalment when due, **Us** discovering that **Your** property is no longer eligible for cover, etc.

Premium position upon cancellation by Us

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

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

How to make a complaint

Our Promise of Service: **We** aim to provide a first class service at all times. However, If **You** have a complaint **You** should contact as follows:

Telephone: 0345 900 7832

Email: customerrelations@collinsonservice.com

We will aim to provide **You** with a full response within four (4) weeks of the date **We** receive **Your** complaint and **Our** response will be **Our** final decision based on the evidence presented. If for any reason there is a delay in completing **Our** investigations, **We** will explain why and tell **You** when **We** hope to reach a decision.

In any event, should **You** remain dissatisfied or fail to receive a final answer within eight (8) weeks of **Us** receiving **Your** complaint, **You** may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123. Website: https://www.financial-ombudsman.org.uk/

Please note that if **You** wish to refer this matter to the FOS **You** must do so within six (6) months of **Our** final decision. **You** must have completed the above Procedure before the FOS will consider **Your** case. If **You** do not refer **Your** complaint within the six months, the Ombudsman will not have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than £2,000,000 and fewer than 10 employees. **Your** legal rights are not affected.

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the fscs.org.uk website.

Data protection notice

Lifesure, the underwriter, and other companies related to this insurance may use the personal and business details you have given us to: provide you with a quotation; deal with your policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer your policy and to handle claims and prevent fraud; support the development of our business by including your details in compliance business reviews which may be carried out by third parties acting on our behalf.

We may need to collect 'special category data' relating to insured persons, which under the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018), includes information relating to health and data about criminal convictions or offences. Special category data may be required for the purpose of evaluating the risk or administering claims. We will ensure that we have explicit consent from the insured persons for processing this type of information.

Personal data may be transferred to countries outside the EEA. All data will be held securely and handled in accordance with the principles of applicable data protection laws.

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. Your rights are outlined in full in Lifesure's data privacy notice, which can be accessed at: Lifesure.co.uk/privacy. Should you need to contact Lifesure's Data Protection Officer, please email: dpo@lifesure.co.uk.

For details of privacy policies and contact details for the relevant data protection officers for the underwriter of your policy, please refer to your policy schedule.

Insurer data protection notice

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include your name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**.
- Issue You this insurance policy.
- Deal with any claims or requests for assistance that **You** may have.
- Service Your policy (including claims and policy administration, payments, and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in Your policy being cancelled or treated as if it never existed.
- protect Our legitimate interests.

In order to administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy

Processing Your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that You have with Us.
- is in the public or **Your** vital interest: or
- for Our legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for your consent to process **Your** data.

How **We** store and protect your information.

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **Your** personal information during the period of insurance and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in Our offices to protect the information that You have given Us.

How You can access Your information and correct anything which is wrong.

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information, please contact **Us** by email or letter as shown below:

 $Email\ address: \textbf{data.protection@collinsongroup.com}$

Postal address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/

Image credit: Albina Glisic HEm_0722v02



Lifesure Group Limited is a Company registered in England and Wales, registration number 977416. Our registered office is 3 Fenice Court, Phoenix Park, Eaton Socon, St Neots, Cambs, PE19 8EW. Lifesure Group Limited is authorised and regulated by the Financial Conduct Authority under register number 305038 for Insurance Mediation activities and as a Credit Broker, and does not charge any fees to customers in relation to Credit Broking activities.