

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 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: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0800 0234 567.

*Please Note: If **You** wish to refer this matter to the FOS **You** must do so within six months of **Our** final decision. **You** must have completed the above procedure before the FOS will consider **Your** case.*

#### CANCELLATION & RENEWAL PROVISIONS

**Your rights to cancel:** **You** have the right to cancel any policy of insurance within 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, after 14 days of the date of issue or receipt of the terms and conditions, 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**:** **We** may give 14 days notice of cancellation of this policy by recorded delivery letter to **You** at **Your** last known address.

**Premium position upon cancellation by **Us**:** There will be no refund in premium upon cancellation.

**Effective time of cancellation:** This service shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the period of service for which subscription has been paid.

#### DATA PROTECTION

**We** collect and maintain personal information in order to underwrite and administer the policies of insurance that **We** issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. **We** will not keep **Your** information longer than is necessary. **Your** information will be protected from accidental or unauthorised disclosure. **We** will only reveal **Your** information if it is allowed by law, authorised by **You**, to prevent fraud or in order that **We** can liaise with **Our** agents in the administration of this policy. Under the terms of the Act **You** have the right to ask for a copy of any information **We** hold on **You** upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible. The above principles apply whether **We** hold **Your** information on paper or in electronic form. Enquiries in relation to data held by Europ Assistance Holdings Limited should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

#### FINANCIAL SERVICES COMPENSATION SCHEME

Europ Assistance Holdings Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS, if Europ Assistance Holdings Limited are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website.

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[www.lifesure.co.uk](http://www.lifesure.co.uk)

#### IDENTITY THEFT ASSISTANCE

Europ Assistance Holdings Limited will provide the services described: to ensure **We** are consistent in providing **Our** customers with quality service, **We** may record **Your** telephone call. For security purposes all calls are stored and archived on a dedicated secure network.

#### MEANING OF WORDS

Wherever the following words and phrases (**shown in bold**) appear in this certificate they will always have these meanings:

**Scheme:** 11LHH (*Lifesure Homes*)

**Member or **You/Your**:** The person who has been included in the current declaration of participants in the **Scheme**, together with his/her partner and their close family normally residing with them at the same address.

**Period of Service:** The period shown on **Your** policy schedule.

**We, **Our** or **Us**:** Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

#### THE AIMS OF THIS SERVICE

If **You** do believe **You** have become a victim of identity theft within the **Period of Service**, **We** can help resolve the situation:

##### 1. Provide **You** with **Your** own **Personal ID Theft Advisor**:

As soon as **You** call, **We** will assign **You** to **Your** own dedicated expert, who will help **You** establish whether or not **Your** identity has been stolen and provide **You** with practical help and advice.

##### 2. Help obtain **Your** Credit Report and create a **Personal Action Plan**:

Once details have been taken, **Your** Personal ID Theft Advisor will assist in a request for **Your** credit report by post (*please note there is a small charge for each credit report that **You** apply for*). **Your** Personal ID Theft Advisor will create and send **You** a *Personal Action Plan* including all relevant documents and explanatory notes, so **You** can complete the process of clearing **Your** name.

##### 3. Undertake **Identity Recovery** and **CIFAS** protection

If **Your** credit report does identify any credit agreements that **You** did not take out yourself, **Your** Personal ID Theft Advisor will work with **You** to correct and amend **Your** credit file.

##### 4. Help **You** gather proof of **Identity**

If a bank or other company involved in the crime has any doubts that **You** were a victim of identity theft, they may require more proof. In this situation **Your** Personal ID Theft Advisor will help review with **You** all the evidence **You** need, this will include proof of identity and documentation that fully clears **Your** name.

To identify if **You** are a potential victim the following may help **You**.

##### *Look out for:*

Bills, invoices or receipts addressed to **You** for goods / services that **You** haven't demanded. Bank statements or correspondence that does not arrive, or not received at all. Refusal on an application for a credit card, loan or mortgage, despite having a good credit history. Letters from solicitors or debt collectors for debts that aren't yours. *And remember...* if **You** lose **Your** passport or driving licence or have them stolen, **You** may become a target. **We** will provide access to a dedicated website providing online education on the problem and information on additional fraud prevention measures.

*(For Cancellation Provisions, please see opposite)*

#### EUROP ASSISTANCE RESOLUTION KIT

**We** will provide either by e-mail, or by post **Our** complete Identity Theft Resolution Kit.

**TO REQUEST ASSISTANCE CALL: 0844 338 5688**

Quoting Scheme Reference: 11LHH

***Our* resolution service is available Monday to Friday, 8am to 6pm**



LifesureGroup

Authorised and regulated by the Financial Services Authority

## Home Emergency Insurance

Thank you for taking out a policy with Europ Assistance and choosing **Us** for **Your** Home Emergency Insurance. As long as **You** have paid the premium, Europ Assistance Holdings Limited will provide the services and benefits described in this policy:

- 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 policy is underwritten by Europ Assistance Holding Irish Branch, 13-17 Dawson Street, Dublin 2, Ireland.

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

Europ Assistance Holdings Limited is authorised and regulated by the Financial Services Authority.

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



#### THE AIMS OF 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** authorised tradesmen on **Our** nationwide list of **Approved Contractors** to attend and take action to stabilise the situation and remove the **Emergency**.

**Cooling Off Period:** If, when reading **Your** policy, **You** decide that it does not meet **Your** requirements, please return the policy and certificate within 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.

#### MEANING OF WORDS

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

**We/Us/Our:** Europ Assistance Holdings 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
- cause damage or further damage to **Your** **Home** and its contents or
- leave **Your** **Home** without **Mains Services**.

**Mains Services:** Mains drainage to the boundaries of **Your** **Home**, water, electricity and gas within the **Home** and the main source of heating or hot water where no alternative exists.

**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:** The mainland of Great Britain plus the Isle of Wight.

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

**Residence:** The house, bungalow 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 period between the start date and end date as shown in **Your** policy schedule.

**Unoccupied:** Not been lived in by **You** or **Your** family, or any other person with **Your** permission.

## 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.

Failure of **Your Mains Services** for which **You** are legally responsible.

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

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

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

Break-in or vandalism compromising the security of **Your Home**.

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 costs and transport to such accommodation, incurred by **You**.

## HOW WE SETTLE A CLAIM

**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,

### What is not covered

- An **Emergency** which happens before the cover starts or within 28 days of the first inception of this insurance.
- 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.
- malfunctioning or blockage of cesspits or septic tanks and their associated pipe work.
- loss or damage arising from the utility company interrupting or deliberately disconnecting the **Mains Services** or any equipment they are responsible for.
- replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
- any costs for work recommended as being undertaken following a service of **Your** boiler or 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 manufacturers 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 10 years old and has an output more than 60kw per hour capacity.
- any claim where there is another working toilet within **Your Home**.
- breakdown of, loss of or damage to Saniflow toilets.
- any infestations or pests in gardens, or outbuildings.
- any damage caused by the pests or infestations or by their removal.
- breakage of internal glass or doors.
- Any loss not reported to the Police.

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 £2000 including VAT.

## WHAT TO DO IF YOU NEED TO MAKE A CLAIM

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

**0844 338 6688**

**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**

## POLICY CONDITIONS

1. **You** are expected to provide complete and accurate information when **You** take out **Your** insurance policy, throughout the lifetime of the policy and when **You** renew **Your** insurance. If **You** are unsure about disclosing any information please contact **Us** for guidance. Failure to disclose any information or inaccuracies in the information given could invalidate **Your** insurance cover and mean that part or all of **Your** claim 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 benefits 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.
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 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. Where **We** have accepted a claim but there is a disagreement over the amount **We** will pay the dispute will be referred to an arbitrator. **You** and **We** must agree on the arbitrator in accordance with the law in force at that time. When this happens **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.
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.

## POLICY EXCLUSIONS

### You are not covered for:

1. any loss or damage arising from circumstances 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 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
  - 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.

## CUSTOMER SATISFACTION

**Our Promise of Service:** **We** aim to provide a first class service at all times. However, if **You** have a complaint **You** should contact **Us** in the first instance at: Quality Department, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN. Alternatively telephone **Us** on 0844 338 5799 or email **Us** on: quality@europ-assistance.co.uk

**We** will aim to provide **You** with a full response within 42 days of the date **We** receive **Your** complaint. **Our** decision is final and