

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 Strategic Insurance 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**.

Consumer insurance act

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

- 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.
- To make sure that all information supplied as part of **Your** application for cover is true and correct.
- Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

About your insurer

Underwriters and Lifesure Group Limited agreement

This policy is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance.

Collinson Insurance (a trading name of 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**.

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

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

If **you** are unsure if something is covered or not, please contact **Lifesure Group Limited**.

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/Insurer

Collinson Insurance (a trading name of 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.

Beyond Economic Repair

A boiler may reach a point where it is not cost-effective to repair it. There are several reasons for this, such as;

- The cost of getting the parts needed (including VAT) to fix the main heating system is more than 85% of the manufacturer's retail price for a replacement boiler or a similar model.
- Repairing the boiler would be more expensive than replacing it with a new one.
- Genuine, new parts for the boiler are no longer available from our suppliers.
- The type of problem that caused the boiler to fail and the extent of the repairs needed to fix it are not feasible or practical.

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** and the main source of heating or hot water where there is no alternative.

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, the Isle of Man and the Channel Islands.

Home

Your principal **Residence** used for domestic purposes only.

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 shared areas of **Your Home**, for example hall and stairs areas that others can use. This also excludes bed-sits, let or sub-let properties, 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 **0345 307 4898**.

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

Complete failure of **Your Main Services** for which **You** are legally responsible

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
- any leak caused by pests or infestations
- where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at **Your Home**
- 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 or macerator toilets
- cost of replacement ceramics or parts
- malfunctioning or blockage of cesspits or septic tanks and their pipe work
- loss or damage arising from the utility company interrupting or deliberately disconnecting the **Mains Services** or any equipment they are responsible for
- 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

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

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

Emergency, temporary repairs following damage to your roof which is causing internal water damage

What is not covered

- replacement of any boiler 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
- 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
- Heating systems over ten (10) years old
- Heating systems than have an output of more than 60kw per hour capacity.
- any claims where **Your** boiler is deemed **Beyond Economic Repair**
- boilers that have not been serviced in line with the manufacturers guidance or where **You** cannot provide evidence that the boiler has been serviced within the last twelve (12) months. **We** will need to see evidence the boiler has been serviced before **you** can make a claim
- any infestations or pests in gardens, or outbuildings
- any damage caused by the pests or infestations or by their removal
- Repeated claims where **You** have not followed previous guidance from **Us** or the **Approved Contractor** to prevent continued or further infestations
- infestations where **You** have not taken reasonable hygiene measures to prevent it
- breakage of internal glass or doors
- vandalism caused by anyone staying at **Your Home** with **Your** permission
- any loss not reported to the Police
- flat or tarpaulin roofs
- any claim involving guttering

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**.

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.

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.

We will not pay for more than three (3) claims within the **Period of Insurance**.

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 £1,500 including VAT.

What is not covered

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

General conditions

1. **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.
2. 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.
3. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.
4. We will insure **You** under this policy only if **You** keep to the terms and conditions of this policy.
5. 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.
6. 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.
7. 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 How to make a complaint section. Using this service will not affect **Your** legal rights.
8. **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.
9. **You** must promptly pay **Us** or the **Approved Contractor** for all work authorised by **You** which is not covered under this insurance policy.
10. 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. More than three (3) claims within the **Period of Insurance**
2. Any loss or damage arising from faults, damage or infestation that **You** were aware of at the time **You** entered into this contract.
3. Any costs incurred when **You** have not notified **Us** and received **Our** prior agreement.
4. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement.
5. 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**.
6. 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.
7. Any claim when the **Home** has been left **Unoccupied** for thirty (30) consecutive days or more.
8. Any claim where the **Home** is used for business purposes including where any room is sub-let under any form of tenancy agreement.
9. Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
10. 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.
11. 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
12. 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**.
13. Costs associated with any other property, **Home** contents or communal/shared areas of **Your Home**.
14. 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.
15. 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**.
16. Any claim where no fault is found.
17. 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

We will refund **Your** premium in full if, within fourteen (14) days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim.

The fourteen (14) day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later.

Cancelling outside of the Cooling Off Period

Once the fourteen (14) days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

Important note

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving fourteen (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) 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.

Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- Fails to reveal or hides a fact likely to influence whether **We** accept your proposal, **Your** renewal, or any adjustment to **Your** policy.
- Fails to reveal or hides a fact likely to influence the cover **We** provide.
- Makes a statement to **Us** or anyone acting on our behalf, knowing the statement to be false.
- Sends **Us** or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this policy or return any premium to **You**, and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

How to make a complaint

We do everything possible to make sure that **You** receive a high standard of service. If **You** are not satisfied with the service that **You** receive, **You** should address **Your** enquiry/complaint to:

For sales complaints:

The Complaints Manager, Lifesure Group Limited, 3 Fenice Court, Eaton Socon, St Neots, PE19 8EW

Tel: **01480 402460**

For claim complaints:

Tel: **0345 900 7832**

Email: **customerrelations@collinsonservice.com**

We will respond to **Your** complaint within four weeks of receiving it. **Our** response will be **Our** final decision based on the information provided. If there's a delay in **Our** investigations, **We'll** explain the reason and give **You** an estimated timeframe for reaching a decision.

If, for any reason, **You're** still dissatisfied or haven't received a final answer within eight weeks, **You** have the right to escalate **Your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

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

Tel: **0800 023 4567 or 0300123 9123**

Email: **complaint.info@financial-ombudsman.org.uk**

Following this complaints procedure does not stop **You** from taking legal action.

Financial Services Compensation Scheme (FSCS)

This policy is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100

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).
- 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: data.protection@collinsongroup.com

Postal address: 3 More London Riverside, London, SE1 2AQ

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/>

