

# Home Emergency Insurance Policy Wording



LETSURE



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## Contents

<b>General Information</b>	<b>Page</b>
Welcome to Letsure	3
How to contact Letsure	3
The aims of this Insurance	3
Changes you must tell us about	3
Making a Change to your Policy	3
Cancelling your Policy	3
Automatic Renewal	3
<b>Contract of Insurance</b>	<b>4</b>
<b>Meaning of Words</b>	<b>4</b>
<b>What is covered</b>	<b>4</b>
<b>What is not covered</b>	<b>5</b>
<b>General Policy Conditions</b>	<b>5</b>
<b>General Policy Exclusions</b>	<b>6</b>
<b>Cancellation of Policy</b>	<b>6</b>
<b>Making a Complaint</b>	<b>7</b>
<b>Making a Claim</b>	<b>7</b>

## General Information

Please note that this section does not form part of the contract of insurance and provides general advice and information about this policy.

### Welcome to Letsure

Thank you for purchasing Home Emergency Insurance through **Letsure**. We hope that **you** will be happy with this policy and should **you** need to make a claim, **you** can expect a high standard of service.

### How To Contact Letsure

#### New Business

Telephone: **0844 561 0880**

Fax: **0844 561 7849**

Website: [www.letsure.co.uk](http://www.letsure.co.uk)

#### Customer Services

Tel: **0844 561 0660**

Fax: **0844 800 5286**

Email: [info@letsure.co.uk](mailto:info@letsure.co.uk)

In writing to Letsure Limited: 3rd Floor, Granite House, 31 Stockwell Street, Glasgow, G1 4RZ

### 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 attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example 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** arising from an incident covered under the policy. **We** will arrange for one of **our** **repairers** on our nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the **emergency**.

### Changes You Must Tell Us About

You must notify **Letsure** of material facts which affect your insurance e.g. a change of the property, any changes to the property being insured, boiler replacement or criminal convictions (or cautions) of any of the persons or owners of the property to be insured.

### Making a Change to Your Policy

**You** can make a change to your policy by contacting **Letsure** on **0844 561 0660** or email to [info@letsure.co.uk](mailto:info@letsure.co.uk). Whenever **you** make a change to **your** cover Letsure will issue a replacement Certificate of Insurance. **Letsure** reserve the right to apply an administration charge of up to £25 in addition to any charge made by the Insurer for any changes **you** make to **your** policy. **You** will be made aware of any changes to the Premium or charges before the change is confirmed.

### Cancelling Your Policy

**You** may cancel **your** policy at any time, for full details please refer to the section entitled 'Cancellation of the policy'.

### Automatic Renewal

When **your** policy is due for renewal **Letsure** may offer to renew it for **you** automatically. This saves **you** the worry of remembering to contact **Letsure** prior to the renewal date. If Letsure offer to do this for **you** **they** will write to **you** before the policy expires with full details of **your** future Premium and policy conditions. If **you** do not wish to renew **you** should let them know prior to expiry of the current Period of Insurance. Should **Letsure** decide that **they** will not renew **your** policy **they** will notify **you** in writing at least 14 days prior to the renewal date.

## Contract of Insurance

Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during the **period of insurance**
- within the **geographical limits**
- following payment of the premium

**We** will provide the services and benefits on the basis of the details **you** have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which **we** recommend **you** read carefully, to ensure this Policy meets **your** individual requirements. This policy is underwritten by Europ Assistance Holding Irish Branch, 13 – 17 Dorset 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.

## Meaning of words

Wherever the following words and phrases appear in this Policy highlighted in **bold**, they will always have these meanings:

**Emergency repairs:** Work undertaken by a **repairer** to resolve the **emergency** by completing a **temporary repair** which will resolve the **emergency** but will need to be replaced by a **permanent repair** to put right the damage caused to the **home** by the **emergency**. A **permanent repair** will be carried out only if it can be undertaken on the first visit and would cost no more than a **temporary repair**.

**Geographical Limits:** The mainland of Great Britain plus the Isle of Wight and Northern Ireland.

**Home:** **Your** principle permanent place of residence or residential let property, comprising of a private dwelling together with garage(s), which are built of standard construction (brick with slate roof), all used only for **your** domestic purposes or as **your** office (providing no more than half the rooms in the property are used for this purpose), and situated within the **geographical limits** at the address shown on the Policy Schedule. Bedsits or properties with multiple occupation/residential or nursing homes are excluded.

**Emergency:** A sudden unexpected event occurring during the **period of insurance**, involving **your home** which, in **our** opinion, exposes the **insured persons** or a third party to a risk to their health, or necessitates immediate remedial action to render the **home** safe or secure, and avoid damage or further damage, or restoration of the **main services**.

**Insured person(s) or you/your:** The person named on the Policy Schedule, together with the members of **your** household normally residing with **you** and/or the **tenant(s)** occupying the **home**. In **your** absence on a trip away from **home**, the person duly authorised by **you** as the keyholder responsible for the **home**.

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

**Period of Insurance:** The period shown on the Policy Schedule which shall be at least 14 days following the date that **you** first applied and the application was accepted for cover.

**Permanent Repair:** A repair or other work necessary to put right the damage caused to **your home** by the **emergency**.

**Repairer:** Repairs will only be carried out by approved and authorised tradesmen of Europ Assistance.

**Temporary Repair:** The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

**Tenancy Agreement:** The written **tenancy agreement** between **you** and the **tenant** in relation to the **home** which is:

- an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended)
- or
- a written common law residential **tenancy agreement**

**Tenant:** The occupants of the **home** who are named in the **tenancy agreement**.

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

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

## What is covered

If an **emergency** occurs, **we** will arrange for a **repairer** to assess the situation and carry out **emergency repairs** in the event of:

1. **Burst pipes or sudden leakage** likely to cause damage to the **home** or its contents.
2. **Break-in or vandalism reported** to the Police (a crime number should be obtained for further reference) which compromises the security of the **home**.
3. **Failure of Your domestic water mains supply, gas supply, electricity** (on the domestic side of the supply authority's main fuse), blockage or

breaking or flooding of drains or sewers, or failure of **your** domestic hot water heating.

4. **Total failure of your central heating during adverse weather conditions**, causing in **our** view, unreasonable discomfort or risking frost damage to the **home**.
5. **A leakage caused by a smashed toilet bowl or cistern**. Breakage of the cistern internal mechanism which prevents flushing and creates an **emergency** as there is no other toilet in the **home**.
6. **Pest Infestation** Removal of wasp nests, field and house mice and brown rats within the insured **home**.
7. **Lost Key** If **you** have lost the only available Key to the external doors of the **home** such that **you** are unable to gain access to the **home**, **we** shall appoint a **repairer** to assist.
8. **In the event of your home becoming uninhabitable** as a consequence of an **emergency** and remaining so overnight, **we** will, subject to **our** prior agreement, pay up to £100.00 (including VAT) in total for;
  - a. alternative accommodation for **you** and/or
  - b. transport to such accommodation.

For each claim **we** will pay up to a maximum of £300.00 (including VAT), for **emergency repairs** (or a **permanent repair** if it is a similar cost) to stabilise the situation and remove the **emergency** or to restore the normal operation of the boiler or warm air unit, comprising call-out, labour, parts and / or materials.

Within any **period of insurance** the maximum **we** will pay under this Policy will be £1,200 (including VAT).

## What is not covered

1. **Normal day-to-day Home maintenance** which **you** should carry out or pay for, such as the items listed below, which tend to gradually wear out over a period of time, or need periodic attention. **We** would not consider the following as constituting a covered **emergency**:
  - 1.1 dripping taps.
  - 1.2 burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
  - 1.3 slow seepage from joints or gaskets which does not involve a sudden escape of water.
  - 1.4 the results of hard water scaling deposits.
  - 1.5 leaking overflows.
  - 1.6 blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.
  - 1.7 blocked or misaligned guttering.
  - 1.8 damage to boundary walls, hedges, fences and gates.
  - 1.9 malfunctioning or blockage of septic tanks.
  - 1.10 any infestations, pests in gardens, or outbuildings
  - 1.11 flat or Tarpaulin Roofs
  - 1.12 any event arising from circumstances known to **you** prior to the commencement date of this insurance including any pest infestation or parts known to be failing or in need of attention/repair/maintenance, or any inherent fault or defect.

Please note that the above list (which is not exhaustive) shows specific examples of normal maintenance to indicate the type of problem not covered.

### 2. In connection with the boiler or warm air unit:

- 2.1 air locks in the central heating piping.
- 2.2 malfunctioning of the central heating wall or room thermostats.
- 2.3 central heating failure to light up after summer shutdown.
- 2.4 failure of the central heating pump.
- 2.5 failure of zone or changeover valves or energy management systems.
- 2.6 any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity.
- 2.7 any boiler or warm air unit more than ten years old.
- 2.8 replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
- 2.9 any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturer's instructions. Any recommendations following servicing should be carried out and the costs will be **your** responsibility.
- 2.10 any intermittent or reoccurring fault.
- 2.11 any water pressure adjustments or failure caused through hard water scale or sludge.
- 2.12 fuel lines including gas leaks.
- 2.13 any re-lighting of the pilot light (please refer to manufacturers handbook).
- 2.14 any boiler or system noise.
- 2.15 any radiator valves.

### 3. The following incidents or circumstances are also excluded:

- 3.1 breakage of internal glass or of any basin, bath, bidet or shower base.
- 3.2 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.
- 3.3 the cost of effecting **permanent repairs** once the immediate **emergency** situation has been resolved, including any redecoration or making good the fabric of the **home**.
- 3.4 damage incurred in gaining necessary access.
- 3.5 breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Please also refer to the General Exclusions.

## General Policy Conditions

1. **You** should declare all facts which are likely to affect this insurance. Failure to do so may prejudice **your** entitlement to claim, and if **you** are uncertain as to whether a fact is material, it should be disclosed to **us**.
2. **You** should carry out or arrange for normal continuous maintenance of **your home** and on the systems servicing the **home** and **you** must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and service documentation will be required.
3. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
4. **Your** full compliance with the terms and conditions of this Policy is necessary before a claim will be paid.
5. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this Policy all benefit and any premium paid shall be forfeited.
6. **We** will be entitled, if **we** so desire, to prosecute, in **your** name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by **us** under this Policy. **We** shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to **us**.
7. **You** must notify **us** immediately when a claim occurs. If for any reason **we** authorise **you** to use a contractor appointed by yourself, **you** should obtain an estimate for the work and contact **us** for authorisation to continue, **You** will supply **us** with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by **us** at **your** own expense.
8. If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, **we** offer **you** the option of resolving this by using the Arbitration procedure **we** have arranged. Please see the Complaints Procedure. Using this Service will not affect **your** legal rights.
9. This insurance contract is subject to the Laws of England and Wales.
10. It is a condition precedent to **our** providing the services detailed in this Policy, that **you** undertake to promptly pay the **repairer** or **us** for all work authorised by **you** which is not covered under this Policy.
11. **You** should have taken out, and keep in force, a Buildings Insurance Policy covering **your home**.
12. If **you** intend to leave **your home unoccupied** when cold weather is normally expected, **you** must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

## General Policy Exclusions

1. Pre-existing problems or circumstances known to **you** at the time **you** purchased the insurance and which **you** did not notify to **us**.
2. Any costs incurred when **you** have not notified **us** and obtained **our** prior authorisation.
3. Damage to **home** contents.
4. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
5. Any amount payable in respect of an **emergency** where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this Policy).
6. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our repairer** to ensure that the original fault has received a definitive repair.
7. Any defect, damage or failure caused by a malicious or willful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
8. Any claim when the **home** has been left **unoccupied** for more than 60 days.
9. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
10. Loss or destruction of or damage or any loss or expense whatsoever resulting from:
  - a) ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
12. Any legal liability or subsequent loss arising from the provision of, or any delay in providing the services to which this policy relates, unless negligence on **our** part can be demonstrated.
13. Costs associated with another property or communal/shared areas if **your home** is in a multiple-occupancy or multiple-usage block or building.
14. Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
15. Costs incurred where no fault is found.
16. Any loss or damage occurring in the communal areas of the building or property.

## Cancellation of a Policy

**You** have a right to cancel **your** policy during a period of 14 days from the day of purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. If **you** wish to do so, **you** will be entitled to a full refund of the premium paid less a charge of £25.00 to cover the administrative cost of providing the policy.

Following the expiry of the cooling off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and there will also be an additional charge of up to £25.00 (subject to Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

**Note: We** will not refund any amount due that is less than £10.00 after having deducted the administration fee.

Notwithstanding the above if an insured event has occurred which may give rise to a total loss claim, **you** will be required to pay the premium as stated for the **Period of insurance** shown on the Certificate of Insurance.

To exercise **your** right to cancel **your** policy please contact **your** agent; or if **you** arranged the insurance directly with **Letsure**, by calling **0844 561 0660**.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy and **you** will be required to pay the premium as stated.

## Making a Complaint

**We** aim to provide a first class service at all times. However, if **you** have any complaint regarding the standard of service **you** have received under **your** Policy, the following procedure is available to **you** to resolve the situation:

1. In the first instance please contact the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively telephone **us** on 0844 338 5799 or **you** can e-mail **us** on: **quality@europ-assistance.co.uk**  
If **we** cannot give **you** a final decision by four weeks from the day **we** receive **your** complaint **we** will explain why and tell **you** when **we** hope to reach a decision.
2. **Our** decision is final and based on the evidence presented. If **you** feel that there is any new evidence or information that may change **our** decision **you** have the right to make an appeal.
3. In any event, should **you** remain dissatisfied or fail to receive a final answer within eight weeks\* of **us** receiving **your** complaint, **you** have the right, in addition to **your** contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at:

South Quay Plaza,  
183 Marsh Wall,  
London,  
E14 9SR.  
Telephone: 0845 080 1800

\* N.B. The time scales given above are dependent on **you** responding immediately to any correspondence **we** send **you**.

## Making a Claim

### Requesting assistance

First check the circumstances are covered.  
Having done this telephone Europ Assistance immediately stating **your** Policy Number, on:

**0844 338 5543**

**Major emergencies which may result in serious damage or danger to life or limb should immediately be advised to the public supply authority or in case of difficulty, to the public emergency services.**

**Suspected GAS leaks should always be reported to National Grid Emergency Service on 0800 111 999.**

## Financial Services Compensation Scheme

Europ Assistance Holdings Limited is covered by the Financial Services Compensation Scheme (FSCS).

If **they** fail to carry out **their** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0207 892 7300.



**LETSURE**

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Calls may be monitored and recorded for your protection.

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