Home Rescue.co

Home Emergency Insurance







Thank You for taking out a policy with Us for Your Property Emergency Insurance.

As long as you have a valid Buildings insurance policy in force, we 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.

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

This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Astrenska Insurance Limited. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 202846. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

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.

THE AIMS OF THIS INSURANCE

This insurance is a **property emergency** assistance policy and not a household buildings or contents policy. It complements **your** buildings insurance policies and provides benefits and services which are not available under that policy.

This Insurance does not cover normal day-to-day **property** 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.

We aim to provide rapid, expert help if you suffer an emergency in your property 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.

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 it will be shown in bold and will always have the same meaning.

Approved Contractor: A tradesman approved and authorised by us in advance to carry out repairs.

Beyond Economic Repair; A boiler can be uneconomical to repair for a number of reasons. These include

- the cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's retail price of replacement or a similar model
- it would cost more to repair the boiler than to replace it with a new one; or
- new, genuine parts are no longer available to our suppliers; or
- the type of fault that has caused the boiler to fail and the extent of the repairs which will be required to fix it
- any repair is only expected to result in a temporary fix and other faults are likely to occur shortly afterwards

Any decision regarding whether or not it is economical to repair your boiler will be made by our contractor, using their knowledge and experience of similar boilers and faults.

Emergency: A sudden and unexpected event at your property which if not dealt with immediately will:

- Expose you or a third party to a risk to their health or
- Make your property unsafe or insecure or
- Will cause damage or further damage to your property and its contents or
- Will leave your property without mains services

Endorsement: A change to the policy which we have notified you of in writing.

Excess: Means the amount of money You must pay as the first part of each and every claim.

Geographical Limits: Comprising of the mainland of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands.

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

Period of Insurance: The 12-month period starting from the commencement date shown on your Buildings insurance schedule.

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

Property: The building shown on the **schedule** that **you** have told **us** is where **you** live most of the time and is only used for **your** domestic purposes.

Schedule: The separate document we send you that includes details about you and what you are covered for.

Temporary 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.

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

We/Us/Our/Insurer: Astrenska Insurance Limited.

You/Your: The person named on the policy schedule and members of their household normally living with them.

ELIGIBLE PROPERTIES

We will cover your property which is a house, bungalow, self-contained flat or maisonette that is owned by you and used only for your domestic purposes.

We will not cover:

- Detached garages
- Sheds
- Other outbuildings
- Shared areas of your property, for example hall and stairs areas that others can use
- Your property if it is used for any business use
- Bed-sits
- Your property if it is rented out
- Sub-divided or sub-let properties
- Residential or nursing homes

YOUR COVER

What is Covered	What is Not Covered
An event which we consider to be an emergency to your property by the following causes:	 An emergency which happens before the period of insurance or within 28 days of the date of first purchase of this policy The excess that is shown on your property emergency schedule
Bursting or sudden leakage of water pipes within your property or failure of your domestic hot water system	 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.
Failure of or damage to underground drains or sewers	 blockage of soil or waste pipes from sinks, basins, bidets, baths or showers. the results of hard water scaling deposits.
Failure of your mains services for which you are legally responsible	 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.
Complete failure of your central heating system involving a boiler or warm air unit	 replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts. any claims where your boiler is deemed beyond economic repair 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 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. where the heating system has an output more than 60kw

	per hour capacity.
Damage to, or mechanical failure of, the only accessible toilet or cistern in your property which results in complete loss of function.	 any claim where there is another working toilet within your property breakdown of, loss of or damage to Saniflow toilets cost of replacement ceramics or parts
Removal of wasp nests, field or house mice or brown rats within your property	 any infestations or pests in gardens, or outbuildings. any damage caused by the pests or infestations or by their removal.
Break-in or vandalism compromising the security of your property	 breakage of internal glass or doors. vandalism caused by anyone staying at your property with your permission. any loss not reported to the police.
Missing or repositioned roof tiles	 flat or tarpaulin roofs. blocked or misaligned guttering. any repair where the erection of scaffolding is required
We will appoint an approved contractor to assist you if you lose or damage the only available key to your property or if you are unable to gain access to your property due to failure or damage to the external locking mechanism	 Any theft of keys, vandalism or malicious damage not reported to the police.
Where your property 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 for reasonable overnight accommodation only costs, incurred by you	

HOW WE SETTLE A CLAIM

When you call us, you will need to pay any excess shown on your property emergency schedule by debit or credit card.

We will then arrange for an **approved contractor** to assess the situation and carry out **emergency** repairs to your property 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 property**.

We will pay up to a maximum as detailed on your property emergency schedule 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 detailed on your property emergency schedule 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:

0345 307 4898

We will then advise you how to protect yourself and your property.

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 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 property and prevent loss and damage and to maintain your property 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.

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- 4 If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and (if appropriate) recoverable. **We** shall not be liable to **you** in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and
 - We need not return any premiums paid;
 - We may share information about the circumstances with other organisations, public bodies, authorities, and law enforcement agencies for criminal investigation
- 5 **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.
- 6 **We** will insure **you** under this policy only if **you** keep to the terms and conditions of this policy.
- 7 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.
- 8 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.
- 9 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.
- 10 We and you 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.
- 11 You must promptly pay us or the approved contractor for all work authorised by you which is not covered under this insurance policy.
- 12 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 The excess that is shown on your property emergency schedule.
- 2 Any loss or damage arising from faults, damage or infestation that **you we**re 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 carrying out **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **property**.
- 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 property has been left unoccupied for 30 consecutive days or more.
- 8 Any claim where the **property** 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.
- Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a) the failure of any computer or other electrical component to correctly recognise any date and as 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 property**.
- 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 property** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.

COMPLAINTS

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Our promise of service: We aim to provide a first-class service at all times. However, if you have a complaint you should get in contact as follows:

For complaints related to the sale of your policy, please contact the broker from whom you bought the policy.

For complaints related to a claim you have made, please telephone 0345 900 7832 or email customerrelations@collinsonservice.com

We will aim to provide you with a full response within four weeks of the date we receive your complaint, and our response will be our

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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 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. FOS Website: https://www.financial-ombudsman.org.uk/

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.

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 is only able to intervene in respect of personal policyholders or micro-enterprise (i.e., with a turnover of less than £2,000,000 and less than 10 staff). Your legal rights are not affected.

CANCELLATION & RENEWAL PROVISIONS

CANCELLATION

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 to us. In the case of renewals, we will refund to you any premium you have paid to us less any payments we have made.

Cancellation by you: If **you** wish to cancel **your** policy after 14 days and **you** pay an annual premium in full once a year then, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. Providing you have not made a claim under the policy and there have been no incidents likely to give rise to a claim, you will receive a refund of any premiums you have paid, less a proportionate deduction for the time we have provided cover and minus our cancellation fee.

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** 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 WE USE THE INFORMATION ABOUT YOU

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

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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: 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/

FINANCIAL SERVICES COMPENSATION SCHEME

We are 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 <u>http://www.fscs.org.uk/</u> website.