

LEXELLE HOME EMERGENCY ASSISTANCE INSURANCE



This policy is administered by Lexelle Ltd.

This policy is underwritten by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, registered number FC008998.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK. The FSA is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London, E14 5HS. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: www.fsa.gov.uk.

Homeserve Claims Management Ltd provides the services and benefits described in this certificate during the period of insurance for which you have paid the premium.

How to make a claim

To obtain emergency assistance contact the 24 hour Emergency Helpline on: 01772 758073

You should have the following information available upon request:

- Your name and home postcode
- Your Policy Number
- An indication as to the nature of the problem

Data Protection

Details of you, your insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

What is covered

Emergency incidents that will be covered by this policy are:

- ✓ Plumbing problems related to leaking pipes, blocked drains or leaking radiators
- ✓ Blockages in toilet waste pipes
- ✓ Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
- ✓ Broken or damaged windows and doors presenting a security risk to the **property**
- ✓ Gas or electricity failure within the **property**
- ✓ Central heating or boiler failure
- ✓ Hot water failure
- ✓ **Vermin** inside the **property**

Home Emergency

1. If you suffer an **emergency** at your **property** you should tell us on the **emergency** telephone number above. We will then:
 - (a) advise you how to protect yourself and the **property** immediately;
 - (b) organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a permanent repair.
2. In the event of the **property** becoming uninhabitable and remaining so overnight we will, subject to prior agreement with ourselves, pay up to £500 including VAT in total for:
 - (a) your overnight accommodation and/or
 - (b) transport to such accommodation

What is not covered

3. There are Conditions and Exclusions, shown overleaf, which limit your cover. Please read them carefully to ensure this certificate meets your needs. We do not wish you to discover after an incident has occurred that it is not insured.
4. This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements your household insurance policies, providing benefits and services which are not normally available under such policies. We therefore recommend that you have a building insurance policy covering your **property** and a contents insurance policy covering your possessions.

Exclusions

5. The following are excluded from the insurance:
 - (a) any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware.
 - (b) burst or leaking flexible hoses which can be isolated or leaking washing appliances.
 - (c) external water supply pipes.
 - (d) failure of the boiler or the heating occurring in the months May to August inclusive.
 - (e) failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months
 - (f) boilers over 15 years old.
 - (g) replacement of light bulbs and fuses in plugs.
 - (h) descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
 - (i) loss of keys for outbuildings, garages and sheds.

- (j) **vermin** outside the main dwelling e.g. in garages and other outbuildings.
 - (k) breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
 - (l) damage to boundary walls, hedges, fences or gates.
 - (m) LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr.
 - (n) electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
 - (o) septic tanks.
6. We will not be liable for any of the following:
- (a) loss or damage arising from circumstances known to you prior to the start date of this insurance.
 - (b) the cost of replacement parts due to natural wear and tear or any consequential loss or damage.
 - (c) loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
 - (d) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company.
 - (e) any cost relating to the attempted repair by you or your own contractor.
 - (f) any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
 - (g) any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
 - (h) any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
 - (i) any loss or damage arising as a consequence of:
 - i) **war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;**
 - ii) **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.**
 - (j) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

Homeserve Claims Management Ltd - A promise of service

7. We wish to provide you with a high standard of service. Very occasionally we receive complaints which we investigate at once. Every effort is made to resolve them to your satisfaction.

Complaints Procedure

8. If you have a complaint please write to the Customer Relations Department, Homeserve Claims Management Ltd Ltd, Fulwood Park, Caxton Road, Fulwood, Preston, PR2 9NZ. If your complaint relates to the service you experienced as a result of a claim, and you feel that the matter has not been resolved satisfactorily, you should write to the Managing Director of Homeserve Claims Management Ltd at the above address. In the unlikely event that you are not satisfied with the response from Homeserve Claims Management Ltd, you can ask us for details of FOS, the Financial Ombudsman Service.

The existence of these procedures does not affect your right to take legal proceedings

Financial Services Compensation Scheme (FSCS)

9. Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either Homeserve Claims Management Ltd or on www.fscs.org.uk

Relevant Law

10. This certificate is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

11. This certificate represents the entire agreement of the parties on the matters in question.

General Conditions

12. No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor in advance.
13. You must quote your policy number when calling for help. You must produce the relevant identification on the demand of the contractor or our other nominated agent.
14. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than our fair share (rateable proportion) of any claim.
15. This insurance does not cover normal day to day maintenance at your property that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency.
16. You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.

Cancellation Rights

17. If this cover does not meet your requirements, please return all your documents within 14 days of receipt and providing no claims have been made we will refund your premium in full.
18. We may cancel this policy by giving you at least seven days notice at your last known address. If we cancel the policy, we will refund the premium paid for the remainder of the current period of insurance, unless a claim has been made. We reserve the right to refuse renewal of any individual policy.

Parts Availability

19. Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations we will ensure your property is safe and if required, the approved contractor will provide you with a quotation for a suitable repair.

The following definitions apply throughout:

Insured/You/Your: The policyholder and/or any member of the policyholder's family normally living at the **property**.

Homeserve Claims Management Ltd Homeserve Claims Management Ltd, Fulwood Park Caxton Road, Preston, PR2 9NZ.

IPA/We/Us/Our: Inter Partner Assistance SA, who are wholly owner subsidiary of AXA Assistance and part of the worldwide AXA Insurance Group, located at The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Period of Insurance: From the commencement date (the date your application is accepted by us) for the period for which the premium has been paid.

Property: Your principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

Emergency: The result of a sudden and unforeseen incident at the **property** which immediately:

1. Exposes the **insured** or a third party to a risk to their health or;
2. Creates a risk of loss of or damage to the **property** and/or any of your belongings or;
3. Renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the **essential services** to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

Essential Services: Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Emergency repairs: Work undertaken by an authorised contractor to resolve the emergency by completing a **temporary repair**.

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

Permanent repair: Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

Approved contractor: A tradesperson authorised in advance **Homeserve Claims Management Ltd** to carry out repairs.

Vermin: Brown or black rats, house or field mice, wasps and hornets nests.