

START 

RESCUE.CO.UK

HOME EMERGENCY POLICY

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Please check **your** policy schedule to ensure **you** have the level of cover **you** need and read the following to help **you** use the service.

## 1. WHAT TO DO IF YOU HAVE A HOME EMERGENCY

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Major emergencies which could result in loss of life or serious damage to **home** should be immediately advised to the supply company and/or public emergency services.

Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999.

Please look at your insurance policy and schedule to check your level of cover, and have your policy number and intermediaries name to hand. This policy is designed to assist you during an emergency. It will not cover situations that are not notified to **us** within 48 hours of the incident.

Call our helpline on:

0333 320 1619

If you are unable to make a connection, please contact us on:

01384 885 723

Our helpline is open 24/7, 365 days a year. **We** will ask you some questions to check your identity and the details of your emergency. **We** will talk you through your cover and let you know what **we** will do next.

### Some Important Information

- If **we** accept your claim, the claims helpline will source a suitable **contractor** to attend your **home** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of emergency repairs, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- The claims helpline service and tradesperson will use their discretion as to when and how the emergency repairs are undertaken.
- The **contractor** will invoice the cost of all work covered by the insurance to **us**. You will be asked to pay the cost of:
  - a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
  - b. All charges in excess of the claims limits or any work excluded by this insurance – you will be informed of this before any work is undertaken.
  - c. Any additional costs incurred at your request in fitting replacement parts or components of a superior specification to the original.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that your **home** is safe.
- In the event you engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance.
- **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.

## 2. DEFINITIONS

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### Beyond Economical Repair

Your primary heating system will be considered **beyond economical repair** when the estimated cost of the **contractor's** labour and replacement parts required to permanently repair it exceed its depreciation value which is calculated according to its age.

### Central Heating Boiler

A boiler which is located in your **home** (or connecting garage) and has been serviced no more than twelve months prior to the date of your **home emergency**.

### Contractor

The **contractor** or tradesperson chosen by **us** to respond to your **home emergency**.

### Emergency Costs

- a. **Contractor's** reasonable and properly charged labour costs, parts and materials.
- b. The cost of a single night's alternative accommodation where we have agreed that this is necessary because your **home** is unfit to stay in (if included in your cover level).

### Home

Your principal private dwelling used for domestic purposes only and situated within mainland Great Britain and Northern Ireland.

### Home Emergency

A sudden unexpected event which clearly requires immediate action in order to:

- a. Prevent damage or avoid further damage to your **home**.
- b. Render the **home** safe or secure.
- c. Restore the main services to the **home**.
- d. Alleviate any health risk to you.

### Insurer

This policy is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

### Period of Insurance

The terms of this policy as indicated on your policy schedule for a period not exceeding twelve months.

### Pests

Wasps' nests, hornets' nests, rats and/or mice.

### Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

### We, Us, Our

startrescue.co.uk c/o Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

## 3. YOUR COVER

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Please check your policy schedule to determine which level of cover you have.



Silver

You are covered for **emergency costs** up to £500 under the following sections of cover:

- Plumbing & Drainage
- Security
- Access to **Home**
- Domestic Power Supply
- Toilet Unit
- **Pests**
- Overnight Accommodation



Gold

You are covered for **emergency costs** up to £1,000 under the following sections of cover:

- Plumbing & Drainage
- Security
- Access to **Home**
- Domestic Power Supply
- Toilet Unit
- **Pests**
- Primary Heating System

Separate to these claim limits, you are also covered for:

- Overnight Accommodation up to £250
- Boiler Replacement Contribution up to £250



Platinum

You are covered for **emergency costs** up to £1,000 under the following sections of cover:

- Plumbing & Drainage
- Security
- Access to **Home**
- Domestic Power Supply
- Toilet Unit
- **Pests**
- Primary Heating System

Separate to these claim limits, you are also covered for:

- Overnight Accommodation up to £250
- Boiler Replacement Contribution up to £250
- Annual Gas Boiler Service

## 3. YOUR COVER

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### Plumbing & Drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your **home**, which results in a **home emergency**.

### Security

Damage to (whether or not accidental) or the failure of external doors, windows or locks, which compromises the security of your **home**.

### Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in your **home**.

### Domestic Power Supply

The failure, whether or not caused accidentally, of your **home's** domestic electricity or gas supply.

### Access to Home

The loss or theft of the only available keys, if you cannot replace them to gain access to your **home**.

### Pests

**Pests** causing damage inside your **home** or a health risk to you.

### Overnight Accommodation

Your overnight accommodation costs (including transport to such accommodation) up to £250 including VAT following a **home emergency** which makes your **home** unsafe, unsecure or uncomfortable to stay in overnight.

### Primary Heating System

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in your **home**. Where the **central heating boiler** is found to be beyond economic repair, **we** will pay a contribution up to £250 towards the costs of a replacement boiler.

### Annual Gas Central Heating Boiler Service

On expiry of the 14-day cooling off period that applies to this insurance and within the 30 days of the start of this policy **our contractor** will contact you using the last contact details you provided to us to arrange a time that is convenient to you to provide your annual gas **central heating boiler** service. If you wish to defer your service visit please let the contractor know. They will agree a future date to contact you again. The gas **central heating boiler** service must be completed during the **period of insurance**.

**Our contractor** will make the service visit at the time agreed with you. You should allow up to 45 minutes for a standard service to be carried out. On their arrival **our contractor** will carry out a number of pre-service checks to ascertain that your **central heating boiler** meets current safety standards, such as checking that there is adequate ventilation and that the flame is safe. They will also test the system controls before proceeding with a full service. This includes:

- electrical safety, cable and connector checks
- cleaning dust and deposits from the burner, pilot, ignition, fan (if applicable) and other parts
- checking seals and joints
- testing gas connections/nipples with leak detection fluid
- testing the ignition
- additional tests where your system has an open flue
- checking the pilot, operating pressure and CO2 readings where appropriate
- checking thermostats
- checking pipework, pumps and valves for water leaks.

**Our contractor** will also check all radiators for correct operation and potential leaks/defects. They will advise you if any further work is required. The cost of further work, replacement parts, materials and power-flush are not included.

## 4. EXCLUSIONS

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This insurance does not cover any claim arising from or relating to the following:

1. **Emergency costs** which have been incurred before we accept a claim.
2. A **home emergency** which happens within the first 14 days of cover.
3. More than six valid claims in the same **period of insurance**.
4. **Emergency costs** or annual gas **central heating boiler** servicing costs where there is no one at **home** when the **contractor** arrives (to avoid having to pay these costs someone must be available at the **home** to receive the **contractor**).
5. Any matter occurring prior to, or existing at the start of the policy, and which you believe or ought reasonably to have believed could give rise to a claim under this policy.
6. A **central heating boiler** which was manufactured 15 or more years prior to the start of the **period of insurance**.
7. Any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions.
8. Any warm air systems, solar heating systems or boilers with an output over 60Kw/hr.
9. The cost of making further permanent repairs including any redecoration or making good the fabric of your **home**:
  - a. Once the emergency situation has been resolved.
  - b. Arising from damage caused in the course of the repair, in the course of the investigation of the cause of the insured event or in gaining access to your **home**.
10. The interruption, failure or disconnection of the main electricity, mains gas or mains water supply.
11. The replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap).
12. Your garage (except a **central heating boiler** located in a connecting garage), outbuildings, boundary walls, fences, hedge, cesspits, fuel tanks or septic tanks.
13. Your **home** being left unoccupied for more than 30 days consecutively.
14. Good or materials covered by a manufacturer's, supplier's and/or installer's warranty.
15. The failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
16. A claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.
17. Subsidence, landslip or heave.
18. Blockage of supply or waste pipes to the **home** due to freezing weather conditions.
19. Any direct or indirect liability, loss or damage caused:
  - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b. by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following your death or bodily injury.
20. Any claim or expense of any kind caused directly or indirectly by:
  - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
21. Any loss or damage caused by any sort of war, invasion or revolution.
22. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
23. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

## 5. CONDITIONS & NOTES

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Failure to keep any of these conditions may lead the **insurer** refusing to pay a claim.

### Your Responsibilities

You must:

- a. observe and keep to the terms of the policy
- b. not do anything that hinders **us** or the **contractor**
- c. tell **us** as soon as practicable after first becoming aware of any **home emergency**
- d. tell **us** immediately of anything that may materially alter our assessment of the claim
- e. cooperate fully with the **contractor** and **us**
- f. provide **us** with everything **we** need to help **us** handle the claim
- g. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to you
- h. minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- i. allow the **insurer** at any time to take over and conduct in your name any claim, proceedings or investigation
- j. be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

### Our Consent

**We** must give you **our** consent to incur:

- a. **emergency costs**; and
- b. the cost of your annual gas **central heating boiler** service where you have taken out Platinum cover .

The insurer does not accept liability for **emergency costs** or servicing costs incurred without our consent.

### Settlement

You must not settle the **contractor's** invoice or agree to pay any costs that you wish to claim for under this policy without our agreement.

### Disputes

If any dispute between you and **us** arises from this policy, you can make a complaint to **us** as described under Complaints Procedure and we will try to resolve the matter. If **we** are unable to satisfy your concerns you can ask the Financial Ombudsman Service to arbitrate over the complaint.

### Fraudulent Claims

- a. If you make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b. You shall at all times be entirely truthful and act with complete honesty and integrity. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that you have breached this condition the **insurer** shall have no liability for **emergency costs**.

### Contracts (Right of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

### Royal & Sun Alliance Privacy Policy

Your privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

You can also email **us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)



## 5. CONDITIONS & NOTES

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### Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.

### startrescue.co.uk Privacy Policy

startrescue.co.uk is a trading style of Call Assist Limited, who collect and maintain personal information in order to administer this policy and provide the service detailed within this policy wording.

All personal information is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection Legislation which may include the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws and any successor or replacement legislation relating to the processing of personal data.

The details provided here are only a summary of how **we** collect, use, share, transfer and store **your** information.

For our full Privacy Policy please follow this link <https://www.startrescue.co.uk/info/privacy>. Enquiries in relation to data held by us should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing [DPO@call-assist.co.uk](mailto:DPO@call-assist.co.uk).

### Automatic Renewal Protection

Where Automatic Renewal Protection is available and you have selected to renew your policy using this method, your policy will automatically renew when it is due to expire. This protects you to ensure that there is no break in insurance cover.

You can choose to opt in or out of Automatic Renewal Protection at any time during the period of insurance by calling our Customer Services Department, or changing the settings online within the Customer Lounge.

We will notify you at least 21 days before your policy is due to expire of any changes to your cover, the renewal premium and the Terms and Conditions of the policy.

To automatically renew your policy, your previous year's card payment details will be stored by our Secure Payment Provider and processed in accordance with the Automatic Renewal Protection process detailed within this wording.

Payment for your renewal will be taken from your card up to 2 days before the policy is due to expire. By choosing this method of renewal, you understand that it is your responsibility to ensure that you keep us up to date with valid card payment details and that there are sufficient funds available to pay for the automatic renewal of your policy. Failure to do so will mean that your policy will not renew, cover will expire and you will not be entitled to any service under this policy.

If you have not chosen the Automatic Renewal Protection process, you will need to contact our Customer Services Department or log in online to our website's Customer Lounge to renew your policy.

### Cancellation Rights

1. You may cancel the policy within 14 days of purchasing the cover with a full refund of the insurance premium paid.
2. You may cancel this policy at any time by giving at least 21 days' written notice to **us**. However, as the term of this insurance is one year, the **insurer** will not refund premium for the remaining **period of insurance**.

## 5. CONDITIONS & NOTES

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3. Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days' written notice to you. The **insurer** will refund part of the premium for the remaining **period of insurance**. However, any refund due will be reduced so that the **insurer** retains the sum incurred to cover the cost of your annual boiler service where this has been carried out. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
- a. where you fail to cooperate with or provide information to **us** or the **contractor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests
  - b. where you use threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers
  - c. when you have made six claims that **we** have accepted during the **period of insurance**
  - d. where **we** reasonably suspect fraud.

### Statement of Demands and Needs

This policy meets the demands and needs of **homeowners** wishing to cover the cost of calling out a **contractor**, labour charges and costs of materials up to the limits shown in the policy if an event listed below unexpectedly damages the **home** making it unsafe, unsecure, or where an emergency results in breakdown of services to the **home** or causes a health risk. This policy is not suitable to cover routine wear and tear or non-emergency claims that would otherwise be covered under a **home** insurance policy.

Gold and Platinum options are not suitable if you require cover for the breakdown of your main heating system and your central heating boiler was manufactured 15 or more years ago.

As with any insurance you should read the terms and conditions of this policy to make sure it meets your specific needs.

### Call Recording

To help us provide a quality service your telephone calls will be recorded.

## 6. OUR PROMISE TO YOU

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We aim to provide a high level of service at all times. However, if a complaint arises please follow the procedure below. Complaints are dealt with on behalf of startrescue.co.uk by the policy claims administrator Legal Insurance Management Ltd which specialises in administering emergency home assistance insurance.

**Administration Contact: Sales / Customer Services / Cancellations:**

Customer Services, [startrescue.co.uk](http://startrescue.co.uk)  
Axis Court, North Station Road, Colchester  
Essex CO1 1UX

Telephone: 01206 655 000  
Or log on to: [www.startrescue.co.uk](http://www.startrescue.co.uk)

## 7. COMPLAINTS PROCEDURE

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In the event of a complaint arising under this insurance, you should in the first instance contact Legal Insurance Management Ltd.

Write to us at:

Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Email us at: [claims@legalim.co.uk](mailto:claims@legalim.co.uk)

Call us on: 01384 88 4040

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR.

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

### Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

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