



## Home Emergency Insurance & Emergency Travel Insurance

### Policy Terms and Conditions

At Smart-Sure Limited, we are committed to deliver exceptional customer service, based on our leading insurance products for your household items. We pride ourselves in listening to all our customers whilst developing our policies.

This insurance policy has been arranged for you by Smart-Sure Limited. Smart-Sure Limited is an appointed representative of Asurit Limited who is authorised and regulated by the Financial Conduct Authority.

This booklet contains the full terms and conditions of your policy. Please read it carefully.

#### CONTACT

If you have any questions regarding the terms and conditions, please do contact using the details below:

Post: Smart-Sure Limited  
1st Floor  
AGF House  
3-5 Rickmansworth Road  
Watford, WD18 0GX

Phone: 03333 449 669

Claims: 03333 449 247

Email: [enquiries@smart-sure.com](mailto:enquiries@smart-sure.com)

## HOME EMERGENCY INSURANCE POLICY

### INTRODUCTION

This Insurance Policy has been arranged for You by Smart Sure and is underwritten by City & Commercial Insurance Company (PCC) Limited. Your Policy is administered by Smart Sure, whose offices are situated at 1st Floor, AGF House 3-5 Rickmansworth Road, Watford, WD18 0GX.

Smart- Sure Ltd is an appointed Representative of Asurit Ltd which is authorised and regulated by the UK Financial Conduct Authority under FRN 314346. Any questions, claims or complaints regarding this policy should initially be sent to Smart Sure.

### DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

**Administrator:**

Smart Sure, 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX, Tel. 03333 449 669.

**Approved Engineer/Engineer:**

A qualified person approved and instructed by the helpline to undertake emergency work.

**Assistance:**

The reasonable efforts made by the approved engineer during a visit to the home to complete a temporary repair to limit or prevent damage or if at similar expense, the cost of completing a permanent repair in respect of the cover provided.

**Call Out:**

A request for emergency assistance from you.

**Claims Handler:**

Preferred Management Solutions, 5 Blue Sky Way, Monkton Business Park South, Hebburn, NE31 2EQ, Tel: 03333 449247.

**Claim Limit:**

The maximum amount payable by us as stated under each section of cover including call out charges, labour, parts, materials and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from us.

**Commencement Date:**

The start of the policy as shown in the schedule.

**Deferment Period:**

The first 14 days from the commencement date of Your policy.

**Emergency:**

A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline:

- a) Render the home unsafe or insecure; or
- b) Damage or cause further damage to the home; or
- c) Cause personal risk to you; or
- d) Cause a health and safety risk to others.

**Helpline:**

The telephone number for you to report an emergency under this policy. The number is 03333 449 247

**Home:**

Your main permanent place of residence, (including any covered garage and permanent outbuilding), as shown on the schedule. It must be owned and occupied by you and your family as a private residence with no business use. Rented and let properties, commercial & business premises, mobile homes and bed-sits are not eligible.

**Insurer:**

City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE, authorised by the Guernsey Financial Services Commission (GFSC). GFSC Reference: 54692. Details of registration can be checked using the link: <https://www.gfsc.gg/commission/regulated-entities/54692>.

**Monthly Premium:**

Where you have chosen to pay monthly the agreed premium payable by you due each full calendar month from the commencement date in order that cover remains in force under the terms and conditions of this policy wording.

**Period of Cover:**

A period of 12 months from the commencement date, or where you have chosen to pay monthly, a period of one month from the commencement date upon receipt of your monthly premium.

**Pest:**

Either black or brown rats, field or house mice, and wasps' and hornets' nests.

**Reinstatement:**

We will fill in any excavation and leave the surface level where we have made access to an external drain or external water supply pipe.

**Schedule:**

The document sent to you confirming the commencement date, your details and the home which is the subject of cover.

**Unoccupied:**

Where no one has resided in the home for a period exceeding 60 consecutive days.

**Waiting Period:**

In respect of all sections of the policy, no claim can be made for any incident that occurs within 14 days of the commencement date of this policy as shown in the schedule.

#### **We, Us, Our:**

City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE.

#### **You, Your, Insured:**

The person who applied for this insurance and is named on the schedule as the policyholder.

### **COVER**

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

#### **The claim limits, per claim, are as follows:**

- **Home Emergency 500 policies, the claim limit is £500 per claim.**
- **Home Emergency 1000 policies, the claim limit is £1000 per claim.**

### **WHAT IS COVERED**

In the event of an emergency occurring in your home, we will:

- A. Advise you on what action to take to protect yourself and your home;
- B. Send one of our approved engineers or arrange an appointment for an approved engineer to visit your home;
- C. Organise and pay the cost of providing emergency assistance excluding any excess up to the claim limit per call out including VAT subject to the terms and conditions of your policy;
- D. Where a permanent repair is completed under your policy by an approved engineer, we will guarantee the work completed for 12 months from the date of claim.

### **WHAT IS NOT COVERED**

There are certain conditions and exclusions, which limit your cover, please read them carefully to ensure this policy meets your requirements. We do not wish you to discover after an incident has occurred that it is not insured. To assist you in understanding the main limitations of the cover provided, we have detailed these under the "Cover provided" section of your policy.

Rented and let properties, commercial & business premises, mobile homes and bed-sits are not covered.

**The waiting period** - please also note that any incident which occurs in the first 14 days after the policy commencement date is not covered. However, should you require emergency assistance during this period please contact the Helpline who will be able to provide cover on a pay on use basis.

### **COVER PROVIDED**

This policy provides the protection described in the cover sections below because of an emergency occurring at the home. The benefit under your policy is limited to the claim limit stated in each section of cover.

When you applied for this policy, you chose which sections of cover below that you required cover for. Cover is provided only if you selected the cover section and paid the required premium. The sections of cover that apply to your policy are confirmed in your schedule.

The amount we will pay in respect of any one claim shall not exceed the claim limit including call out charges, labour and materials. You are responsible for paying any excess under the policy or where the cost of repair exceeds the benefit provided under the policy.

#### **Section A. External Water Supply Pipe**

We will assist you in an emergency for any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for your home up to where it is connected to the public water main / communication pipe provided that you are responsible for this. If your home becomes uninhabitable for more than 48 hours, following the engineers visit, as a result of an emergency covered by this section relating to your external water supply pipe, we will pay up to £200 (including VAT) for alternative accommodation.

#### **We do not cover:**

- a) Costs which exceed your proportion of the cost of any work undertaken by us under the terms of this policy on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies);
- b) Frozen pipes which have not caused any damage;
- c) Any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by our engineers;
- d) Damage resulting from lack of proper maintenance;
- e) Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

#### **Section B. Plumbing**

We will assist you to stop the emergency which has arisen from the sudden and unexpected failure of, or damage to, the internal plumbing (including the central heating pipes and radiator valves) within the home which has or may result in internal water leakage, flooding or water damage to the home. If your home becomes uninhabitable for more than 48 hours, following the engineers visit, as a result of an emergency covered by this section relating to your plumbing, we will pay up to £200 (including VAT) for alternative accommodation.

**We do not cover:**

- a) General maintenance;
- b) Frozen pipes which have not caused any damage;
- c) Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use;
- d) Cracked or broken toilets or cistern;
- e) Pipes outside the boundary of your home;
- f) Water pipes to or from and in a detached outbuilding or garage;
- g) Quieting noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool.

**Section C. Drainage**

We will assist you to stop the emergency which has arisen from the sudden and unexpected failure of or damage to the drainage system of your home. If your home becomes uninhabitable for more than 48 hours, following the engineers visit, as a result of an emergency covered by this section relating to your drainage, we will pay up to £200 (including VAT) for alternative accommodation.

**We do not cover:**

- a) General service and maintenance including but not limited to leaves, build-up of oils, fats or debris;
- b) Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete;
- c) Cesspits, septic tanks, vacuum drainage systems, electric pumps, shower pumps, Saniflo units/generic pumped systems and drainage pumps;
- d) Plumbing and filtration system for swimming pools or spa baths;
- e) Detached outbuildings;
- f) Guttering or fall pipes of the home;
- g) Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect
- h) Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to delamination found in pitch fibre pipe construction;
- i) Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

**Section D. Emergency Boiler Breakdown Cover**

We will assist you and pay for the call out, labour and parts and materials involved in repairing or rectifying the breakdown of your domestic boiler at your home.

In the event of an emergency, we will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 60 hours to achieve this from the first point at which our approved engineer visits you and diagnoses the requirement, we will pay a fixed benefit of £40 toward providing alternative heating.

In the event your domestic boiler is declared beyond economic repair and is under seven years old, we will make a contribution of £300 towards replacing it.

**We do not cover repairs or replacing as follows:**

- a) Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual purpose boilers such as AGA's and Rayburns;
- b) Maintenance or replacement of fan convactor heaters or heated towel rails or underfloor heating;
- c) Corrosion or any work arising from hard water scale deposits;
- d) Removal of sludge or hard water scale from the insured system;
- e) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system;
- f) Solar powered panels or ground air and water source pumps;
- g) Repairs when our engineer deems the boiler to be beyond economic repair.

**Claim Limit** – either £500 or £1000 per claim, as per the policy type, unless the domestic boiler is deemed to be beyond economic repair.

**Section E. Domestic Central Heating System Cover**

We will assist you to stop any emergency which has arisen from the sudden and unexpected failure of your domestic central heating system. The emergency must render the domestic central heating system inoperable and the failure has to be due to mechanical or electrical failure or malfunction.

We will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 60 hours to achieve this from the first point at which our approved engineer visits you and diagnoses the requirement, we will pay a fixed benefit of £40 toward providing alternative heating.

**We do not cover:**

- a) General maintenance including, but not limited to, descaling of central heating pipes, adjustment to the timing and temperature controls of the domestic gas central heating system and venting (bleeding) of radiators;
- b) Any non-Gas appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual purpose boilers such as AGA's and Rayburns;
- c) Maintenance or replacement of fan convactor heaters or heated towel rails or underfloor heating;
- d) Corrosion or any work arising from hard water scale deposits;

- e) Removal of sludge or hard water scale from the insured system;
- f) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system;
- g) Solar powered panels or ground, air or water source heat pumps.

#### **Section F. Electrical Emergency and Breakdown Cover**

We will assist you to repair or replace any item or system after your supply meter which causes the breakdown or failure of the permanent domestic electrical wiring system supplying electrical power to your home. If your home becomes uninhabitable for more than 48 hours, following the engineers visit, as a result of an emergency covered by this section relating to your permanent domestic electrical wiring system, we will pay up to £200 (including VAT) for alternative accommodation.

##### **We do not cover:**

- a) Domestic appliances or electrical items with a plug;
- b) Replacing light bulbs, fuses and any other routine electrical maintenance tasks;
- c) External Lighting and non-permanent outbuildings, such as sheds and greenhouses;
- d) Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any 3 phase electrical systems or garden areas;
- e) Wiring or electrics in communal areas;
- f) Any garage or outbuilding connected to a separate electric meter to that of the home.

#### **Section G. Emergency Gas Supply Pipe Cover**

We will assist you to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in your home. Our assistance will only be provided once the National Gas Emergency Service have attended and isolated the leak. If your home becomes uninhabitable for more than 48 hours, following the engineers visit, as a result of an emergency covered by this section relating to your internal gas supply pipe, we will pay up to £200 (including VAT) for alternative accommodation.

##### **We do not cover:**

- a) General maintenance;
- b) Any gas boiler, fire, central heating or hot water breakdown;
- c) Temporarily frozen pipes where permanent damage is not confirmed;
- d) Systems not installed correctly or which do not conform to any governing Gas Safe regulation or requirements;
- e) Pipes outside the boundary of your home.

#### **Section H. Security, Lost keys, Roofing and Pest infestation Cover**

We will assist you and pay for the call out, labour and parts and materials involved in emergencies relating to the security or roofing of your home, a pest infestation and lost keys of your home.

**Security and Roofing** – We will assist you to repair, replace or provide an emergency fix to make the home safe and/or prevent further damage in the event of damage or failure to the roof, external lock, door or window.

**Lost Keys** – We will assist you to gain access to your home arising from the loss of the keys to your home, where you have lost the only available key to your home and are unable to replace it or gain normal access.

**Pest Infestation** – We will assist you to remove any pest infestation inside your home.

If your home becomes uninhabitable for more than 48 hours, following the engineers visit, because of an emergency covered by this section relating to your security, lost keys, roofing or pest infestation, we will pay up to £200 (including VAT) for alternative accommodation.

##### **We do not cover:**

- a) Pest infestation relating to non-covered pests, including but not limited to, ants, fleas, bedbugs, spiders, flies, squirrels, bees, cockroaches, bats or other endangered species;
- b) Pest infestations of an out building, any section of the property not deemed the main home, or where the living areas of the property are not affected, e.g. garages and sheds;
- c) Damage caused by pests;
- d) Loss of keys to the main property if another set exists;
- e) Loss of keys for any outbuilding, garage or shed which is not part of the main home;
- f) Internal doors and windows;
- g) Replacement or repair of electronic units powering garage doors;
- h) Roofing repairs to properties of three or more storeys.

#### **HOW TO ARRANGE EMERGENCY ASSISTANCE**

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the home.
2. Before requesting emergency assistance, you should check that the circumstances are covered by your policy. Remember this is not a maintenance policy and does not cover routine maintenance in your home.
3. Where you have chosen to pay monthly, call outs will only be considered if your monthly premium has been paid from the commencement date of this policy, up to and including the month in which the emergency occurred and there are no outstanding payment defaults.

4. Telephone the helpline as soon as you notice the emergency to provide details of the assistance required. All requests for emergency assistance must be made through the helpline. Do not make any arrangements yourself without prior authorisation from the helpline. If you do, we will not reimburse any costs you may incur. Calls may be recorded.
5. The helpline will appoint an approved engineer to attend your home, provided that this is not precluded by adverse weather conditions, health and safety, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the home or otherwise making the provision of emergency assistance impossible.
6. The helpline and the approved engineer will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by you and any risk to the approved engineer, we may reserve the right to delay when work will be undertaken due to health and safety.
7. The approved engineer will charge all costs covered by the insurance directly to us. You will be asked to pay the cost of:
  - a) Any excess applicable to the policy;
  - b) Call out costs if there is no one at the home when the approved engineer arrives;
  - c) Work in excess of the claim limit;
  - d) Fitting replacement parts or components of a superior specification to the original at your request.

**Helpline:** 03333 449 247

#### **PAY ON USE**

Should an emergency arise that is not included under your policy, Smart Sure can arrange for an approved engineer to attend your home but you will be responsible for all costs involved. The use of this service does not constitute a claim under your policy.

#### **REPLACEMENT OF PARTS OR COMPONENTS**

We reserve the right to use non-genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, we will contact you to arrange a suitable time slot for the engineer to attend. You should make sure that the engineer can get reasonable access to carry out the repair. If we cannot get a replacement part needed to carry out a repair our liability will be limited to a temporary repair to make the emergency safe.

#### **GENERAL EXCLUSIONS**

We shall not be liable for costs arising from or in connection with:

1. Any incident within the deferment period after the commencement date of your policy
2. Circumstances known to you prior to the commencement date of your policy or incidents which occur within the waiting period;
3. Claims arising after the home has been left unoccupied;
4. Any willful or negligent act or omission by you or any third party;
5. Events where on attendance it becomes clear that the call out is not an emergency;
6. General maintenance work or any system that has not been regularly maintained, evidence of maintenance by an approved engineer will be requested;
7. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to your home;
8. We will not cover any boiler that has an output more than 60kW/hr;
9. Any parts or item that may need to be replaced because of natural wear and tear;
10. Any design defect or any repair that is rendered, in our opinion, either difficult or impossible due to problems with the access needed to facilitate the repair;
11. Any loss howsoever arising unless it is specifically stated as being covered by the policy, including but not limited to, delays in sourcing spare parts by us;
12. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
13. Replacement of bespoke or designer radiators or towel rails;
14. Any boiler or system that has not been serviced in line with manufacturer's recommendations;
15. Improvements including work that is needed to bring the insured system up to current standards;
16. Homes situated outside the United Kingdom and the Isle of Man;
17. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
18. Any damage caused by the approved engineer in gaining access to:
  - a) The home due to the failure of the locks;
  - b) An appliance or any equipment from its operational position in order to affect an emergency repair;
  - c) Drains or supply pipes laid under pathways, drives, patios or decked areas.
19. Any system(s) not installed properly or in line with manufacturers guidelines.
20. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
21. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
22. Any direct or indirect consequence of:
  - a) Irradiation, or contamination by nuclear material; or
  - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.



23. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### CONDITIONS

1. The rights given under this policy cannot be transferred to anyone else.
2. You must give reasonable access to enable appropriate treatments to be carried out and follow advice from the approved engineer and / or the helpline in removing furniture if this is deemed necessary.
3. To improve the quality of the service provided, all calls to the helpline may be recorded.
4. You must take reasonable care and maintain the home and its equipment in good order and take all reasonable precautions to prevent loss or damage.
5. We may take proceedings in your name at our expense to recover any sums paid under this insurance from a third party should the emergency be as a result of an incorrect or failed previous repair.
6. We may advise you of remedial work that you need to carry out in order to bring your system up to a suitable standard or to prevent further incidents. This work will be your own cost but we may be able to arrange through our network.

### 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; or
- 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.

### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) 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
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

### APPLICABLE LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

### HOW TO CANCEL YOUR POLICY

We hope you are happy with the cover this policy provides. However, if you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your Administrator within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your Administrator however no refund of premium will be payable. We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 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) Where we reasonably suspect 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 Insurance (Disclosure and Representations) Act 2012.

### OUR RIGHT TO CHANGE THE COVER OR PRICE

You will receive at least 28 days written notice if we decide or need to change your policy cover or the price of your insurance for any of the following reasons:

1. To make minor changes to your policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
2. To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the insurer or your policy;
3. To reflect changes to taxation applicable to your policy (including but not limited to insurance premium tax);
4. To reflect increases or reductions in the cost (or projected cost) of providing your cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which we, as part of our pricing policy, have assumed or projected will be made under this insurance product;
5. To cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
6. To cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise you within 28 days of the change having been made if the change is favourable to you.

### COMPLAINT PROCEDURE

If you are dissatisfied with the service you have received in relation to the administration or sale of your policy please contact Smart Sure using the details below quoting your policy number.

Smart Sure, 1st Floor, AGF House, 3-5 Rickmansworth Road, Watford, WD18 0GX.

Telephone: 03333 449 669

Email: [enquiries@smart-sure.com](mailto:enquiries@smart-sure.com)

If you are dissatisfied with the response you receive in relation to your complaint or your complaint is not resolved within 8 weeks, you have the right to refer your complaint to the Financial Ombudsman Service. You may contact the Financial Ombudsman at:

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

Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123

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

Following this complaints procedure does not affect your right to take legal action.

If your complaint relates to the policy coverage or how a claim has been handled you should refer your complaint to City & Commercial Insurance Company (PCC) Limited using the contact details below, quoting Your policy number.

The Compliance Director, City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St. Sampsons, Guernsey, GY2 4AE

If you are dissatisfied with the response you receive in relation to your complaint or your complaint is not resolved within 8 weeks, you have the right to refer your complaint to the

Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.

Telephone: 01534 748610 Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org) Website: [www.ci-fo.org](http://www.ci-fo.org)

### CLAIMS

#### Please contact:

Post: Preferred Management Solutions  
5 Blue Sky Way  
Monkton Business Park  
Hebburn  
NE31 2EQ

Claims: 03333 449 247

### GENERAL INFORMATION

#### Insurer Information

This policy is underwritten by City & Commercial Insurance Company (PCC) Limited a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. City & Commercial Insurance Company (PCC) Limited was established in 1993 and is authorised to carry out general insurance business. City & Commercial Insurance Company (PCC) Limited is based at Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE.

**Policy Administrator:** This policy is administered by Smart Sure – Company number 07761666, an appointed representative of Asurit Ltd, Financial Conduct Authority (FCA) Number: 314346. This information can be checked by visiting the FCA's Website. Asurit Ltd is registered in England: Company number: 2814889. Asurit Ltd, Ashley Court, 32 Main Street, Ashley, Market Harborough, LE16 8HF. Tel: 03333 449 119.

#### The Financial Services Compensation Scheme (FSCS)

Asurit Ltd is covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk). It should be noted that City & Commercial Insurance PCC Limited is not a member of and therefore is not covered by the FSCS.

**Please note: It should be noted that the Policy Administrator and the Insurer share a common beneficial ownership.**



## DATA PROTECTION ACT 2018

Please note that any information provided to Smart Sure will be processed in compliance with the provisions of the Data Protection Act 2018, for the purposes of providing insurance services and managing claims, if any, which may necessitate providing such information to third parties. You can review our Privacy Policy on our website: <https://smart-sure.com/>.

## FAIR PROCESSING NOTICE (FPN)

### Use of personal information

To provide our services as an insurer, City & Commercial Insurance Company (PCC) Limited will collect and use information about you or a beneficiary under the policy (e.g. other identified individuals), such as name, address and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which we use personal data may include: evaluating your insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and debt recovery.

More information about our use of personal data is set out in the City & Commercial Insurance Company Privacy Notice which can be found on our website <https://cityandcommercialinsurance.com/> alternatively you may also request a copy of the Privacy Notice by contacting the Data Protection officer at, City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St.Sampson's, Guernsey, GY2 4AE. We recommend that you review this notice.

We may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If you require details of the third parties your data has been passed to and how this information is used please contact the Data Protection Officer at the address above.

Guernsey is not within the European Economic Area (EEA), but has a robust and effective regulatory framework. City & Commercial Insurance Company (PCC) Limited is required to comply with the EU General Data Protection Regulation (GDPR) when handling the personal data of European Citizens and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017 which provides an equivalent framework for handling the personal data of non-EU citizen.

### Use of personal data for which consent is required

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data for example information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for us to provide relevant services. Although consent may be withdrawn at any time, this may mean we are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where you are providing us with personal data about a person other than yourself, you agree to provide this notice to them and confirm that you have obtained their consent as outlined here.

### Privacy

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information we collect. All information you provide to us is stored on our secure servers. We restrict access to your information as appropriate within City & Commercial Insurance Company (PCC) Limited and other third parties to those who need to know that information for the purposes set out above.

# Emergency Travel Insurance

## Policy Wording

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## SECTION 1 – INTRODUCTION

### About Your Insurance

Welcome to **your** Smart Sure Emergency Travel Policy Document.

This insurance is designed to provide additional protection to that provided by the **home emergency policy**.

- Should an event covered by the **home emergency policy** require **you** to curtail **your** trip and return **home**, this Emergency Travel Insurance can assist with the costs that **you** incur in doing so.
- It also provides cover if **you** have an **accident** in the **home**.

Please take time to read the “Important Information” section on page 20 of this Policy Document. It tells **you** about things **you** need to check, actions **you** need to take, and the amount **you** must contribute when **you** make a claim.

- This insurance is administered by All Seasons Underwriting Agencies Limited (ASUA) on **our** behalf. ASUA is referred to as the **administrator** in this Policy Document and their contact details are as follows.  
Address: ASUA, Alpi House, Suite 2, East Wing, 2<sup>nd</sup> Floor, Miles Gray Road, Basildon, Essex SS14 3HJ. Tel: +44 (0)203 372 0555  
Email: [info@asuagroup.co.uk](mailto:info@asuagroup.co.uk).
- This insurance is underwritten by Lloyd’s Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd’s Syndicate 4444 is referred to as “**we**”, “**us**” and “**our**” in this Policy Document.
- Claims are handled by Rightpath Claims, a trading style of Rightpath Insurance Solutions Ltd., on **our** behalf. Rightpath Claims is referred to as the **claims administrator** in this Policy Document.

Cover under this policy begins on the start date shown on the **validation certificate** and continues for a period of 12 months. The insurance will then terminate unless the **member** renews his/her **home emergency policy**, in which case this policy will continue for a further 12 months.

Some words and phrases in this Policy Document and in the **validation certificate** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the “Definitions” section which can be found on pages 33 - 36 of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

#### How to Make a Claim (full details are given on page x)

Call +44(0) 208 667 1600 to register **your** claim. Lines are open between 9am and 5pm Monday to Friday (UK time). Alternatively, please

- register online at [www.rpclaims.com](http://www.rpclaims.com), or
- send an email to [claims@rpclaims.com](mailto:claims@rpclaims.com) or
- write to Rightpath Claims, PO Box 6053, Rochford, Essex SS1 9TT.

(If **you** need any help in arranging the return journey to **your home**, **you** can contact the **assistance company** by telephone on: +(44) (0)1273 624 661; by fax on: + (44) (0) 1273 606 390 or by email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com) and they will be able to help. They are available 24 hours a day.)

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

**The Insurance Contract** This Policy Document and the **validation certificate** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with the **validation certificate** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and the **validation certificate** are issued to the **member** by The Property Guarantee Company Limited in its capacity as **our** agent under contract reference B1533CUW1700004. In exchange for payment of the premium referenced in the **validation certificate**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Andrew Briant

Authorised signatory of Compass Underwriting Limited

## SECTION 2 – IMPORTANT INFORMATION

It is important that:

- the **member** checks the **validation certificate** to ensure the details are correct and that the cover is as the **member** requested;
- **you** check that **you** are eligible for this insurance (see “Eligibility” below);
- **you** notify the **administrator** as soon as possible of any inaccuracies on the **validation certificate**, or if **you** are not eligible for the insurance;
- **you** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole; and
- **you** read the claims conditions on page 23 of this Policy Document. If **you** do not meet these conditions **we** may reject a claim payment or a claim payment could be reduced.

### Eligibility

To be eligible for his insurance:

- the **member** must be the holder of a **home emergency policy**.
- persons other than the **member** must be **immediate family**.

**We** will not provide any cover if the **member** is not the holder of a **home emergency policy**.

## SECTION 3 – WHAT IS COVERED

### a) Return Home Expenses

**We** will pay **you** up to the amount shown on the **validation certificate** for the additional costs incurred for **you** to return to **your** home if **you** are on a trip and it is deemed necessary under the **home emergency policy** for **you** to return to **your** home.

### b) Personal Accident in the Home

If, whilst **you** are in **your** home, **you** suffer a **bodily injury** which, solely and independently of any other cause, results (within two years) in **your**:

- death,
- loss of limb,
- loss of sight or
- permanent total disablement

**we** will pay one of the benefits shown in the **validation certificate**.

Special conditions

1. We may request that you are examined by medical practitioner appointed by us as often as we consider necessary if you make a claim.
2. We will only pay you one benefit under this section b; that is the benefit for either accidental death, loss of limb/loss of sight or permanent total disablement.
3. We will not pay for permanent total disablement until one year after the date an you sustain the bodily injury.
4. We will not pay for permanent total disablement if you are able or may be able to carry out any relevant occupation.
5. Benefit for accidental death will be paid to your estate.

## SECTION 4 – WHAT IS NOT COVERED

We will not provide any cover for, or pay any claim resulting from:

- war or acts of terrorism.
- your engagement in active war.
- nuclear risks.
- the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), 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;
- your engaging in flying of any kind other than as a passenger;
- your suicide or attempted suicide or intentional self-injury or you being in a state of insanity;
- your deliberate exposure to exceptional danger (except in an attempt to save human life);
- a criminal act by you;
- your being under the influence of alcohol or drugs;
- neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type;
- a chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).

## SECTION 5 – MAKING A CLAIM

1. Register the claim with the **claims administrator** by calling +44(0) 208 667 1600. Lines are open between 9am and 5pm Monday to Friday. Calls may be recorded for training, compliance and fraud prevention purposes.

Alternatively, please

- send an email to [claims@rpclaims.com](mailto:claims@rpclaims.com),
- register online at [www.rpclaims.com](http://www.rpclaims.com) or
- write to:

Rightpath Claims, PO Box 6053, Rochford, Essex SS1 9TT.

(If **you** need any help in arranging the return journey to **your home**, **you** can contact the **assistance company** by calling +(44) (0) 1273 624 661. Lines are open 24 hours a day. Alternatively, please

- Send an email to [operations@maydayassistance.com](mailto:operations@maydayassistance.com)
- Fax them on (44) (0) 1273 606 390)

## Other Insurance

### Things You Must Do

**You** must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess the claim or keep **our** losses to a minimum, **we** may not pay the claim or any payment could be reduced.

- All claims must be reported to the **claims administrator** as soon as possible but in any event, no later than one month after the end of the period of insurance.
- **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the **claims administrator** requires in order to establish the amount of any payment under this insurance.
- **You** must carry out at **your** own expense and permit any action which the **claims administrator** considers necessary to support **your** claim.
- **You** must allow a medical practitioner appointed by **us** to examine **you** as frequently as **we** consider necessary.

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **you** must give the **claims administrator** full details of the other policy.

**We** will only pay **our** proportional share of any claim.

### Fraudulent Claims or Misleading Information

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay the claim; and
- recover any payments **we** have already made in respect of that claim; and
- terminate this insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If this insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time.

### Recoveries From Third Parties

If **we** pay a claim under this policy **we** may wish to recover from a person or organisation some or all of the amounts **we** have paid. By entering into this contract of insurance, **you** agree that **we** can, therefore, take over **your** legal rights and remedies against anyone who is responsible for the event(s) which lead to **your** claim, but only in relation to, and to the extent of, any payment made under this policy. If **we** choose to do this, **we** will be responsible for all costs incurred in pursuing a recovery of costs **we** have paid.

**You** must fully co-operate with **us** and give **us** any assistance **we** need to help **us** to recover some or all of the amounts **we** have paid under this policy. This includes, but is not limited to, to the extent necessary, transferring to **us** **your** rights to take action but only in relation to, and up to, the amount paid by **us** under this policy.

## SECTION 6 – CANCELLATION OF THE POLICY

### The Member's Cancellation Rights

This insurance can only be cancelled by the **member** if he/she cancels the **home emergency policy**. In the event that the **home emergency policy** is cancelled for any reason, cover under this policy with end.

### Our Cancellation Rights

**We** reserve the right to cancel this policy immediately if **you** commit fraud or if **you** display threatening or abusive behaviour towards **us**, the **administrator** or the **claims administrator**.



## SECTION 7 – HOW TO MAKE A COMPLAINT

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

### Step 1:

In the first instance, if **your** complaint relates to a claim, please direct it to:

Rightpath Claims  
PO Box 6053,  
Rochford,  
Essex SS1 9TT.

Telephone: +44 (0) 208 667 1600  
Email: [claim@rpclaims.com](mailto:claim@rpclaims.com)

If **your** complaint does not relate to a claim, please direct it to:

All Seasons Underwriting Agencies Ltd.,  
Alpi House,  
Suite 2,  
East Wing,  
2nd Floor,  
Miles Gray Road,  
Basildon,  
Essex, SS14 3HJ.

Phone: +44 (0)203 327 0555  
Email: [info@asuagroup.co.uk](mailto:info@asuagroup.co.uk)

### Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from the **administrator** or **claims administrator**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

Tel: +44 (0)20 7327 5693

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

### Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

The contact information is:

Financial Ombudsman Service  
Exchange Tower

London  
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines)  
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, if **you** purchased **your** insurance online\*, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Economic Area (EEA), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the Financial Ombudsman Service.

\* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

## SECTION 8 – LEGAL, REGULATORY & OTHER INFORMATION

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection Notice

**We** and the **claims administrator** are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](http://www.canopus.com) which will be available on **our** website during May 2018 [www.canopus.com](http://www.canopus.com).

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

**We** and the **claims administrators** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** and the **administrators** will also collect personal information about any additional people who **you** wish to be insured under the policy.

**We** and the **administrators** may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming for sickness or an accident.

**We** and the **claims administrators** collect and process **your** sensitive personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#). Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** and the claims **administrators** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** and the claims administrators will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact

Group Data Protection Officer

Canopius Managing Agents Limited

Gallery 9

One Lime Street

London EC3M 7HA

UK

[privacy@canopius.com](mailto:privacy@canopius.com)

T + 44 20 7337 3700

### Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

### Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### Sanctions

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### The Insurer

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

### Regulatory Details

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

All Seasons Underwriting Agencies Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference: 308488.

## SECTION 9 - DEFINITIONS

### Accident/accidental

A sudden, unexpected and specific event, which is external, violent and visible to the body, which occurs at an identifiable place during the period of insurance and which results in **bodily injury**.

### Accidental Death

Death resulting solely from accident.

### Active War

Your active participation in a war where you are deemed under English Law to be under instruction from or employed by the armed forces of any country.

### Administrator

All Seasons Underwriting Agencies Limited (ASUA).

### Assistance Company

Mayday Assistance Limited of 2 Clifton Mews, Clifton Hill, Brighton, East Sussex BN1 3HR whose contact details are given on page 11.

### Bodily Injury

A physical injury, or physical injuries, caused solely by an accident in the home or as a result of unavoidable exposure to severe weather conditions which occurs within 12 months of said accident or unavoidable exposure.

### Children

The member or the member's partner's children, step-children, legally adopted children and children for whom the member or the member's partner are the legal guardian. The children must be:  
dependent on the member or the member's partner, and  
between 6 and 18 years of age, or 23 if in full time education.

### Claims Administrator

Rightpath Claims, a trading style of Rightpath Insurance Solutions Ltd.

### Home

**Your** normal place of residence which is covered by the **home emergency policy**.

### Home Emergency

Any emergency which is covered by the **home emergency policy** where it is deemed necessary for **you** to return **home**.

### Home Emergency Policy

The **member's** current Smart Sure Home Emergency Insurance policy.

### Immediate Family

The **member's** partner and **children** who live in the **home**.

### Loss of Limb

- in the case of a lower limb it means loss by physical severance at or above the ankle or permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot;
- in the case of an upper limb it means loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand.

### Loss of Sight

Total and irrecoverable loss of sight which shall be considered as having occurred:

- in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

### Member

The individual who holds the **home emergency policy** and who is named as the member on the **validation certificate**.

### Nuclear Risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Permanent Total Disablement

- a) **Bodily injury** which entirely prevents **you** from working in any business or occupation which **you** are reasonably suited to by training, education or experience, and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.
- b) In respect of **children**, **permanent total disablement** shall mean **bodily injury** which entirely prevents **you** from attending full-time education for a period of 52 continuous weeks and which, at the end of that period, shows no signs of ever improving and leaves **you** without the prospect of being able to do any paid work or of being able to support **yourself** financially.

### Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Validation Certificate

The document which names **you** as insured under this policy. It will also specify the **property** insured and confirm the start date of the insurance.

### War

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or
- (b) Any act of **terrorism**; or
- (c) Any act of war or **terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

### We, Us, Our

Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

### You, Your

All persons to whom cover is provided under this policy. This includes the **member** and his/her **immediate family**.