

Home Emergency Solutions

Policy Document

Please read this document carefully to familiarise yourself with our terms and conditions, and how you can contact us if you have a home emergency. The first part of this document summarises the policy cover and how it works. The policy wording starts from page 5 and this provides full terms, conditions and exclusions of the insurance contract between us.

If you are unsure about anything in this document please contact whoever you purchased your cover from.

Help when you need it:

To make a claim under this policy telephone 0844 576 5834

For more information about making a claim, please see the section 'Claims Procedure'.

Providing we accept your claim, we will arrange for a contractor to contact you to provide help as quickly as possible.



Residential Property Emergency Solutions

What is Home Emergency Solutions?

Home Emergency Solutions is an assistance insurance policy that provides immediate assistance if you have a home emergency. Home emergencies can be stressful and sometimes difficult to resolve, but Home Emergency Solutions provides peace of mind because if the unexpected happens at home and the event is covered by the policy we will be with you every step of the way to call out a suitably qualified contractor and meet the costs associated with this.

Who is ARAG?

ARAG plc is part of ARAG SE, one of the world leaders in niche insurances. ARAG is actively assisting customers in Europe and the USA, generating a premium income of over €1.5 billion. ARAG plc is authorised and regulated by the Financial Conduct Authority (firm reference no. 452369) and is authorised to administer this insurance on behalf of Brit Syndicate 2987 at Lloyd's. Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, registration number 204930. You can check this by visiting the FCA website at www.fca.org.uk

Cover is provided 24 hours a day, 365 days a year for:

- the contractor's call-out charge
- labour up to 2 hours
- parts and materials up to £100
- alternative accommodation up to £250

The maximum payable per claim is £1,000.

Emergencies covered are:

- breakdown of your main heating system
- plumbing and drainage problems
- damage to, or failure of your home's locks and windows which compromises the security of your home
- breakage or failure of your sole toilet unit
- loss of domestic power supply
- lost keys
- vermin infestation.

Claims procedure

If you have an unforeseen emergency in the home, please contact us on the number shown on the front of this policy as soon as possible, providing us with your name, address, postcode, and the nature of the problem.

We will record your details and then decide on the best course of action to limit your loss &/or repair the damage. If the incident relates to an emergency covered under this policy, we will instruct a member of our emergency contractor network. Please note that poor weather conditions or remote locations may affect normal standards of service.

If you are claiming for Alternative Accommodation Costs you must obtain our authority to incur any costs before booking somewhere to stay. You will have to pay for the accommodation when you check out and send your receipt to us to be reimbursed.

It is important you notify us as soon as possible of any claim, and do not call out your own contractors as we will not pay their costs and it could stop your claim being covered.

If the problem is not covered by this policy then we can still provide assistance but at your own cost. This may also be an event covered by your main buildings &/or contents insurance and we will seek to advise you accordingly.

Please note that you must report any major emergency which could result in injury or serious damage to the home, to the Emergency Services or the company that supplies the service.

Your call to us may be recorded for training and security purposes and will be answered as soon as possible.

What happens if I change my mind after taking out the policy?

The policy provides you with a 14 day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in condition 6 of the Policy wording. (See page 6).

About ARAG and your insurer

ARAG plc is authorised and regulated by the Financial Conduct Authority (firm reference no. 452369) and is authorised to administer this insurance on behalf of Brit Syndicate 2987 at Lloyd's. Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, registration number 204930. You can check this by visiting the FCA website at www.fca.org.uk

What happens if the Insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of your claim in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

Summary table

The table below shows a summary of cover. For full terms and conditions of the policy, please read the policy wording.



Significant features & benefits	Significant exclusions or limitations	Where found
The insurer will pay emergency costs up to the limit of indemnity for claims reported during the period of insurance for the insured events shown below.	<ul style="list-style-type: none"> The claim must be reported to us immediately after you first become aware of the home emergency. You always agree to use the contractor nominated by us. 	Your policy cover 2 3)
	Limit of Indemnity The Insurer will pay for the following: a) contractor's call out charge b) up to 2 hours labour c) parts and materials up to £100 d) alternative accommodation up to £250. The maximum payable per claim is £1,000.	Meaning of words & terms Limit of Indemnity
1 Main heating system The total failure or complete breakdown of the main heating system in your home.	A main heating system which – is more than 15 years old and/or – has not been serviced every twelve months LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw hr.	What is not covered by this policy 6. 7.
2 Plumbing & drainage The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to the home or its contents.	Blockage of supply or waste pipes due to freezing weather conditions.	What is not covered by this policy 18.
3 Property security Damage to or failure of external doors, windows or locks which compromises the security of your property.		
4 Toilet unit Breakage to or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in the home.	Applies only where there is no other toilet in your property	Insured events covered 4. Toilet
5 Domestic power supply The failure of the domestic electricity or gas supply.	The interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.	What is not covered by this policy 9.

Significant features & benefits	Significant exclusions or limitations	Where found
<p>6 Lost keys The loss of the only available keys, if you cannot replace them, to gain access to the home.</p>	<p>Damage caused by gaining access to the home.</p>	<p>What is not covered by this policy 8b).</p>
<p>6 Vermin infestation Vermin causing damage inside your home or a health risk to you.</p>		
<p>8 Alternative accommodation costs Your overnight accommodation costs including transport there up to £250 (including VAT) following a home emergency which makes the home unsafe, insecure or uncomfortable to stay in overnight.</p>	<p>You will have to settle the charges for accommodation and the insurer will reimburse the payment on our acceptance of your claim.</p>	<p>Claims procedure</p>
	<p>Any claim</p> <ul style="list-style-type: none"> • where costs have been incurred before we accept a claim • where the Insured event happens within the first 48 hours of cover if you purchase this policy at a different date from any other related insurance policy • where there is no one at home when the contractor arrives • involving a pre-existing problem • arising from any wilful or negligent act or faulty workmanship (including any attempted repair or DIY) • for making permanent repairs once the emergency situation has been resolved • for damage that is caused by finding the cause of your claim and making the repair arising out of the failure to maintain any system or equipment or the replacement of parts that gradually sustain wear and tear over time • relating to garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks • where the property has been left unoccupied for more than 30 days consecutively • covered by a manufacturer's, supplier's or installer's warranty. 	<p>What is not covered by this policy</p> <ol style="list-style-type: none"> 1) 2) 3) 4) 5) 8) 10) 11) 12) 13)
	<p>Home Emergency Solutions is available for homes located in the United Kingdom, Channel Islands and the Isle of Man.</p>	<p>Meaning of words & terms Home</p>

Residential Property Emergency Solutions

This policy is evidence of the contract between **you** and the **insurer**.

Your policy cover

Following an Insured event which results in a **home emergency** the **insurer** will pay **emergency costs** up to the **limit of Indemnity** provided that:

- 1) **you** have paid the insurance premium
- 2) the claim is reported to **us**
 - a) during the **period of insurance**
 - b) immediately after **you** first become aware of a **home emergency**
- 3) **you** always agree to use the **contractor** chosen by **us**.

Insured events covered

1 Main heating system

The total failure or complete breakdown of the **main heating system** in **your home**.

2 Plumbing & drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to the **home** or its contents.

3 Home security

Damage to or the failure of external doors, windows or locks which compromises the security of the **home**.

4 Toilet unit

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

5 Domestic power supply

The failure of the **home's** domestic electricity or gas supply.

6 Lost keys

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

7 Vermin infestation

Vermin causing damage inside the **home** or a health risk to **you**.

8 Alternative accommodation costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

What is **not covered** by this policy

You are not covered for any claim arising from or relating to:

1. **emergency costs** which have been incurred before **we** accept a claim
2. an Insured event which happens within the first 48 hours of cover if **you** purchase this policy at a different date from any other related insurance policy
3. **emergency costs** where there is no one at **home** when the **contractor** arrives
4. any matter occurring prior to, or existing at the start of the policy, and which **you** knew or ought reasonably to have known could give rise to a claim under this policy
5. any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
6. a central heating boiler which
 - a) is more than 15 years old and/or
 - b) has not been serviced every twelve months
7. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr
8. the cost of making permanent repairs including any redecoration or making good the fabric of the **home**
 - a) once the emergency situation has been resolved
 - b) arising from damage caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to **your home**
9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
10. the failure to maintain any system or equipment or the replacement of parts that suffer wear and tear over time
11. garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
12. the **home** being left unoccupied for more than 30 days consecutively
13. goods or materials covered by a manufacturer's, supplier's and installer's warranty
14. 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
15. any costs beyond the **insurer's** fair share (rateable proportion) if **you** can access emergency assistance under any other policy or if emergency assistance would have been available to **you** under another policy if this policy did not exist
16. subsidence, landslip or heave
17. a property that is not **your** main residence or that **you** rent or let
18. blockage of supply or waste pipes to the **home** due to freezing weather conditions

19. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon **you**.

Policy **conditions**

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy or refuse to pay a claim. The **insurer** also reserves the right to recover **emergency costs** from **you** if this happens.

1. **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** immediately 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 main heating system is no more than fifteen years old and has been serviced every twelve months.

2. **Our consent**

We must give **you** **our** consent to incur any **emergency costs**. The **insurer** does not accept any liability for **emergency costs** incurred without **our** consent.

3. **Settlement**

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

Call out and labour costs

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault which has caused the Insured event. Any inspection time that is required to trace, access or identify the cause of the Insured event will be settled on the basis that the time is charged as labour costs.

4. Arbitration

If there is a dispute between **you** and **us** about the handling of a claim, **you** can make a complaint to **us** as described on page 2 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to review **your** complaint. (See page 2 of this policy).

5. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.

6. Cancellation

- a) **You** may cancel the policy within 14 days of purchasing the cover with a full refund of the insurance premium paid, providing **you** have not made a claim which has been accepted under the policy.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund part of the premium for the unexpired period unless **you** have notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) 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 unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this policy fails to co-operate 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
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

7. Jurisdiction

This policy will be governed by English Law.

8. Data Protection Act

You agree that any information provided to **us** &/or the **insurer** regarding **you** will be processed by **us** &/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

9. Contracts (Rights 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.

Meaning of words & terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Contractor

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

Emergency costs

- a) Costs reasonably and properly charged by the **contractor**
- d) Alternative accommodation costs incurred under Insured event 8.

The maximum payable by the **insurer** is £1,000 for all claims related by time or original cause.

Home emergency

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

- a) prevent damage or avoid further damage to the **home**, and/or
- b) render the **home** safe or secure, and/or
- c) restore the main services to the **home**, and/or
- d) alleviate any health risk to **you**.

Home

Your principal private dwelling used for domestic purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Limit of indemnity

The **insurer** will pay the following:

- a) the **contractor's** call-out charge
- b) **contractor's** labour up to 2 hours
- c) parts and materials, up to £100, and where necessary
- d) alternative accommodation up to £250.

The maximum payable by the **insurer** is £1,000 for all claims related by time or original cause.

Period of insurance

The period shown in **your** main insurance policy taken out at the same time as this policy.

Vermin

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

We/us/our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

You/your

The person to whom this policy has been issued and anyone living in the **home**.

Signed by



Managing Director
ARAG plc

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint. Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:



0207 327 5693, Fax: 0207 327 5225



complaints@lloyds.com



Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 023 4567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



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

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.arag.co.uk