



LEGAL SERVICES

Home Emergency Solutions Policy Document

Please read this policy carefully to familiarise yourself with its terms and conditions, as well as the claim reporting procedures.

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

HELP WHEN YOU NEED IT:

- ✓ To make a claim under this policy telephone

0844 576 5834

Providing we accept your claim, we will arrange for a contractor to quickly contact you with a view to solving your problem.

What is Home Emergency Solutions?

Home Emergency Solutions is a cost-effective insurance product that provides immediate assistance in the event of a domestic emergency. Home emergencies can be stressful and sometimes difficult to resolve, but with Home Emergency Solutions you will have peace of mind knowing that we are with you every step of the way, by not only calling out a suitably qualified contractor to attend your home but also meeting the costs associated with this, where the claim falls under the policy cover.

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

- First 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 the main heating system
- Plumbing and drainage problems
- Damage to, or failure of your home's security including locks and windows
- Breakage or failure of your sole toilet unit
- Loss of domestic power supply
- Lost keys
- Vermin infestation

Claims Procedure

In the event of an 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 mitigate your loss &/or repair the damage. If the incident relates to an emergency covered under your policy, we will instruct a member of our emergency contractor network. Please note that adverse weather conditions or remote locations may affect normal standards of service.

If you are claiming for Alternative Accommodation Costs you should obtain our authority prior to incurring any such costs. We will then reimburse you upon receipt of the written details.

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 the costs incurred and it could invalidate your cover.

If the incident is not covered by this policy then we can still provide assistance which will be 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 should 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.

Please note that your call may be recorded for training and security purposes and will be answered as soon as possible.

Who is ARAG?

ARAG plc is part of the ARAG Group, one of the world leaders in niche insurances. ARAG is actively assisting customers in Europe and the USA, generating a premium income of over €1.4 billion.

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.

What happens if the Insurer cannot meet its liabilities?

Brit Insurance Limited 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.

About us and your Insurer

ARAG plc is authorised and regulated by the Financial Services Authority (firm reference no. 452369) and is authorised to administer this insurance on behalf of Brit Insurance Limited.

What happens if I have a complaint?

We are committed to providing a first class service at all times. If, however, a complaint arises, then this should be addressed in the first instance to: The Managing Director, ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN who will arrange to have your case reviewed at the appropriate level.

If a complaint remains unresolved, you may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They can be contacted at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Alternatively you can telephone 0845 080 1800 or email enquiries@financial-ombudsman.org.uk

The Financial Ombudsman Service's decision is binding upon the Insurer, but you are free to reject it without affecting your legal rights.

Significant Features & Benefits	Significant Exclusions or Limitations	Policy Section
The Insurer will pay Costs & Expenses up to the Limit of Indemnity for claims reported during the period of insurance for the insured events shown below	You always agree to use the Contractor nominated by us and the claim must be reported to us immediately after you first become aware of the Home Emergency	YOUR POLICY COVER 3)
	<p>Limit of Indemnity The Insurer will pay the following:</p> <ul style="list-style-type: none"> a) First call-out charge, and/or b) Labour up to 2 hours, and/or c) Parts and materials up to £100, and/or d) Alternative accommodation costs up to £250 The maximum payable per claim is £1,000	MEANING OF WORDS & TERMS
<p>1 MAIN HEATING SYSTEM The total failure or breakdown of the main heating system in your home</p>	<ul style="list-style-type: none"> • A central heating boiler which <ul style="list-style-type: none"> - is more than 15 years old and/or - has not been subject to an annual service • LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr 	WHAT IS NOT INSURED BY THIS POLICY 6) 7)
<p>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</p>		
<p>3 HOME SECURITY Damage to or the failure of external doors, windows or locks which compromises the security of the home</p>		
<p>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</p>		

Significant Features & Benefits	Significant Exclusions or Limitations	Policy Section
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 INSURED BY THIS POLICY 9)
6 LOST KEYS The loss of the only available keys, if you cannot replace them, to gain access to the home	Damage caused by gaining access to the home	WHAT IS NOT INSURED BY THIS POLICY 10)
7 VERMIN INFESTATION Vermin causing damage inside your home or a health risk to you		
8 ALTERNATIVE ACCOMMODATION COSTS Your overnight accommodation costs including transport to such accommodation up to £250 (including VAT) following a home emergency which renders the home uninhabitable	You will have to settle the charges for accommodation and the insurer will reimburse the payment on our acceptance of your claim	
	Any claim <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 effecting permanent repairs once the emergency situation has been resolved • 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 	WHAT IS NOT INSURED BY THIS POLICY <ol style="list-style-type: none"> 1) 2) 3) 4) 5) 8) 11) 12) 13) 14)
	Territorial Limit The United Kingdom, Channel Islands and the Isle of Man.	MEANING OF WORDS & TERMS

Home Emergency Solutions

This policy is evidence of the contract between you and the Insurer

YOUR POLICY COVER

Following an Insured Event resulting from a **Home Emergency** the **Insurer** will pay **Costs & Expenses** up to the **Limit of Indemnity** provided that:

- 1) **you** have paid the insurance premium
- 2) the Insured Event occurs within the **Territorial Limit**
- 3) the claim is reported to **us**
 - during the **Period of Insurance**
 - immediately after **you** first become aware of circumstances which could give rise to a claim under this policy
- 4) **you** always agree to use the **Contractor** nominated by **us** in any claim

INSURED EVENTS

1 MAIN HEATING SYSTEM

The total failure or breakdown of the main heating system in the **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 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 the 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 up to £250 following a **Home Emergency** which renders the **Home** uninhabitable

WHAT IS NOT INSURED BY THIS POLICY

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

- 1) **Costs & Expenses** 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) **Costs & Expenses** where there is no one at **Home** when the **Contractor** arrives
- 4) any matter occurring prior to, or existing at inception 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 subject to an annual service
- 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 effecting permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of the **Home**
- 9) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- 10) damage sustained in gaining access to the **Home**
- 11) the failure to maintain any system or equipment or the replacement of parts that are subject to wear and tear over time
- 12) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
- 13) the property being left unoccupied for more than 30 days consecutively
- 14) goods or materials covered by a manufacturer's, supplier's and installer's warranty
- 15) the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory 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) a property that is not **your** main residence or that **you** rent or let
- 19) replacing or adjusting any decorative part of any equipment

- 20) 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 the **you**

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the **Insurer** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Costs & Expenses** from **you** should this occur

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 **Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**
- h) minimise any **Costs & Expenses** 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

2. Our Consent

We must give **you** our consent to incur any **Costs & Expenses**. The **Insurer** does not accept any liability for **Costs & Expenses** incurred without **our** consent.

3. Settlement

You must not negotiate or settle the claim or agree to pay any **Costs & Expenses** incurred without **our** agreement

4. Arbitration

If there is a dispute between **you** and **us** about the handling of a claim the matter should be referred through **our** complaints handling procedure (see page 2). If **we** can not resolve the complaint to **your** satisfaction the matter may be referred to the Financial Ombudsman Service at no cost to **you**. Asking the Financial Ombudsman Service to review **your** complaint will not affect **your** legal rights.

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 it 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) The **Insurer** may 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 period

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 tradesman appointed by us to act on **your** behalf

Costs & Expenses

- a) Costs reasonably and properly incurred by the **Contractor**
- b) Alternative accommodation costs incurred under Insured Event 8

Home Emergency

A sudden unexpected event occurring during the **Period of Insurance** which in **our** opinion requires immediate remedial 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 situated within the **Territorial Limit**

Insurer

Brit Insurance Limited

Limit of Indemnity

The **Insurer** will pay the following:

- a) First call-out charge, and/or
- b) Labour up to 2 hours, and/or
- c) Parts and materials, up to £100, and/or
- d) Alternative accommodation up to £250.

The maximum payable by the **Insurer** is £1000 **Costs & Expenses** for all claims related by time or original cause

Period of Insurance

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

Territorial Limit

The United Kingdom, Channel Islands and the Isle of Man

Vermin

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

We/Us/Our (or its' agents appointed on its' behalf)

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Insurance Limited

You/Your

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

Signed by



Managing Director

ARAG plc

ARAG plc Registered in England number 02585818. Registered Office: 9 Whiteladies Road, Clifton, Bristol BS8 1NN
ARAG plc (registration number 452369) and Brit Insurance Limited (registration number 202898) are authorised and regulated by the
Financial Services Authority and this can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA
on 0845 606 1234.

www.ARAG.co.uk

HEPW02/11 - IMAG