Policy Document

Home Emergency Solutions

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Please read this document carefully and in full to familiarise yourself with the terms and conditions, and how you can contact us if you have an emergency. The policy wording starts from page 5 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

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

Main benefits of Home Emergency Solutions

With one call to us, an approved contractor will come to your home and make emergency repairs. The policy will pay up to £1,000 for all contractor's costs & charges and parts & materials used relating to the same emergency. Our cover includes all the following emergencies:

- the complete breakdown of your heating system
- plumbing and drainage problems
- damage which affects your security, including locks and windows
- if your only toilet is broken
- loss of your power supply
- lost keys
- vermin infestation.

Optional annual gas boiler servicing is available on a pay-per-use basis by calling **0330 303 1319**.
In addition we provide alternative overnight accommodation if your home is unsafe or uncomfortable to stay in.
If your home is powered by a biomass boiler, anaerobic digester system, air source heat pump, or ground source heat pump, the insurer will reimburse up to £1,000 for your own contractor to help.
Our service is available 24 hours a day, 365 days a year and for additional peace of mind all our permanent repairs are guaranteed for 12 months.

Make a claim

To claim under this policy, telephone **0330 303 1380** (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.

Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.
Active in a total of 19 countries - including the US, Canada and Australia - ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 4,700 employees, the Group generates revenue and premium income totalling more than €2.0 billion.

Important information

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

Claims procedure

In the event of a home emergency:

1) Please telephone **0330 303 1380** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing us with your name, address, postcode, and the nature of the problem.
2) We will record your details and then decide on the best course of action to limit your loss and/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 in respect of that claim only. We shall have no liability for any other work carried out by the contractor. Poor weather conditions or remote locations may affect normal standards of service.
3) If your home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, we will check your details and agree for you to choose a suitable expert to help. You will have to pay the contractor and send your receipt to us, we will reimburse your claim. Please send your receipt to **www.arag.co.uk/newclaims**
4) If you are claiming for alternative accommodation costs you must obtain our authority to incur 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.
5) It is important you notify us as soon as possible of any claim, and do not call out your own contractors unless we have agreed as we will not pay their costs and it could stop your claim being covered.
6) You must report any major emergency which could result in serious damage to the home or injury, to the Emergency Services or the company that supplies the service.
7) Your call will be answered as soon as possible.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of 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 at **www.fscs.org.uk**

Privacy statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website **www.arag.co.uk**

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.
We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.
For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full **privacy statement**.

Home Emergency Solutions

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

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

Your policy cover

Following an Insured event which results in a **home emergency** the **insurer** will pay **emergency costs** up to £1,000 for all claims related by time or original cause, provided that all of the following requirements are met:

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

Where **we** have accepted a claim under Insured event 1) and **your central heating boiler** is found to be **beyond economic repair**, the **insurer** will pay a contribution of £250 towards the cost of a replacement boiler. (This payment is in addition to **emergency costs** incurred.)

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Where **we** have accepted a claim under Insured event 1) and it is not possible to reinstate **your** main heating system within a 6-hour period, the **insurer** will pay a contribution of £50 towards the cost of purchasing or hiring alternative heating sources where these are deemed necessary. (The payment is in addition to **emergency costs** incurred.)

1) Main Heating System

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.

2) Plumbing & drainage

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

3) Home security

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

4) Toilet unit

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

5) Domestic power supply

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

6) Lost keys

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

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 following a **home emergency** which makes **your home** unsafe, unsecure or uncomfortable to stay in overnight.

What is not covered by this policy *(applicable to the whole 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 **your home** when the **contractor** arrives
4) any matter occurring prior to, or existing at the start of the policy, and which **you** believed or ought reasonably to have believed 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 which does not comply with recognised industry standards or manufacturer's instructions

6) LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
7) the cost of making permanent repairs including any redecoration or making good the fabric of **your home**
   a) once the **home emergency** situation has been resolved
   b) arising from damage caused:
      i) in the course of the repair or
      ii) in the course of investigation of the cause of the Insured event or
      iii) in gaining access to **your home**
8) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
9) the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
10) **your** garage (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank
11) **your home** being left unoccupied for more than 60 days consecutively
12) goods or materials covered by a manufacturer's, supplier's or installer's warranty
13) 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
14) a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
15) subsidence, landslip or heave
16) a property that is not **your** main residence or that **you** rent or let

17) blockage of supply or waste pipes to **your home** due to freezing weather conditions
18) 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**
    f) a dispute where 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.

Policy conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy or refuse to pay a claim.

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** as soon as possible after first becoming aware of any **home emergency**
d) tell **us** as soon as possible 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.

2. Our Consent

We must give **you our** consent to incur **emergency costs**. The **insurer** does not accept 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. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page 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 arbitrate over the complaint.

5. Fraudulent Claims

If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.

6. Cancellation

a) **You** may cancel the policy within 14 days of purchasing the cover with a full refund of the insurance premium paid provided that **you** have not made a claim which has been accepted.
b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund the premium for the remaining **period of insurance** unless **you** have notified a claim which has been or is subsequently accepted under this policy in which case no refund 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 the premium for the remaining **period of insurance**.
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 cooperate with or provide information to **us** or the **contractor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer**'s interests
   ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers
   iii) where **we** reasonably suspect fraud.

7. Jurisdiction

This policy will be governed by English Law.

8. 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.

Extensive range of legal products, services, and emergency assistance products.

Meaning of words and terms

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

Beyond economic repair

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

Central heating boiler

A boiler located in **your home** (or connecting garage).

Contractor

a) The **contractor** or tradesperson chosen by **us** to respond to **your home emergency**.
b) Where **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by **you** with **our** agreement to respond to **your home emergency**.

Emergency costs

a) **Contractor**'s reasonable and properly charged labour costs and parts and materials provided that where **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **you** must pay the **contractor** and send the receipt to **us** for the **insurer** to reimburse **you**.
b) Where necessary, 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

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

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**.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Period of insurance

The period as 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**.

You/your

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

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, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

0800 023 4567 or **0300 1239 123**

complaint.info@financial-ombudsman.org.uk

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at **www.financial-ombudsman.org.uk**

The FOS's decision is binding upon us, but you are free to reject it without affecting your legal rights.
You can read more about our complaints procedure on our website by clicking here:
https://www.arag.co.uk/contact/making-a-complaint

www.arag.co.uk

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ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

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