

Home Emergency 24/7

Welcome to your Home Emergency Assistance Policy

Some appliance manufacturers recommend regular or annual servicing of the equipment, particularly central heating boilers. As this is an emergency breakdown policy and not a maintenance policy, we will not pay claims where the equipment you are claiming for has not been serviced in accordance with manufacturers' recommendations or for boilers that have not been serviced within the previous 12 months. If your boiler has not been serviced within the last 12 months, you must arrange for a service to be completed before cover will apply.

HOW TO MAKE A CLAIM

Firstly you should telephone us on **0333 003 2356** and quote **10555/RP08** together with your name and address.

This insurance is not a maintenance contract and the cost of repairing damage due to gradual deterioration is not covered. If your claim is covered under this policy, the **Coverholder** will appoint an approved contractor to attend **Your** property to repair the reported fault subject to the **Limit of Cover**. If the repair is likely to exceed the sum stated in the **Limit of Cover** **We** will only be liable to pay up to that amount. **You** must pay any amount which exceeds this sum.

It is important that **You** read **Your** policy carefully so that **You** know the details of the cover **You** have chosen. **We** would like **You** to understand and be satisfied with **Your** policy.

YOUR INSURANCE POLICY

This is a legally-binding contract of insurance between **You** (the **Insured Person**) and **Us** (the Insurer). This contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** reserve the right to cancel or change any part of this contract without getting any one else's permission by giving fourteen days notice to the Insured. This policy only covers **You** if **You** have paid **Your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions contained in this document.

MEANING OF WORDS

AGENT means the intermediary to whom **You** paid the premium.

APPOINTED CONTRACTOR means the person appointed by **Us** to carry out the repairs

COVERHOLDER means Arc Legal Assistance Ltd who administers this insurance and handles claims under this insurance on **Our** behalf

EMERGENCY REPAIRS means the work required to be undertaken by **Our** **Appointed Contractor** to resolve the **Home Emergency** by completing a temporary repair which will resolve the emergency but may need to be supplemented by a permanent repair that will not be covered under this policy.

FAILURE OR BREAKDOWN means a mechanical or electrical fault which stops the **Primary Heating System** from working.

HOME means **Your** normal residence in the **Territorial Limits**.

HOME EMERGENCY means a sudden unexpected event described under 'WHAT YOU ARE COVERED FOR' which occurs during the **Period of Insurance** involving **Your Home** which, in **Our** opinion, exposes the **Insured Person** to a risk to their health, or necessitates immediate remedial action to render the **Home** safe or secure, and avoid damage or further damage, or restoration of the **Main Services** and which results in an **Emergency Repair**.

INSURED PERSON means **You** together with the members of **Your** household normally residing with **You**.

LIMIT OF COVER means:

Under Section A - £500 each **Home Emergency** including parts, labour, VAT and call out fee

Under Section B – Up to £250 each for overnight accommodation for each **Home Emergency**.

MAIN SERVICES means mains drainage within the boundaries of the **Home**, water, electricity and gas within the **Home** and the **Primary Heating System** or hot water where no alternative exists.

PERIOD OF INSURANCE means the period corresponding with **Your** underlying certificate or policy of the **Home** buildings and/or contents insurance, not exceeding twelve months.

PEST(S) means wasps' and/or hornets' nests, rats, mice.

PRIMARY HEATING SYSTEM means the principal central heating and hot water system in the **Home** including the boiler or warm air unit, programmer, room thermostat, pumps, water tanks including hot water cylinders, and radiators but excluding any form of solar heating system and any non-domestic central heating boiler or source of heat.

TERRITORIAL LIMITS means The United Kingdom, the Isle of Man and the Channel Islands

WE, OUR, US means AmTrust Europe Limited, the insurer of this policy

YOU, YOUR means the person who has taken out this policy

WHAT YOU ARE COVERED FOR

HOME EMERGENCIES

Section A: In the event of a **Home Emergency** the costs up to the **Limit of Cover** for an **Appointed Contractor** to carry out **Emergency Repairs** to **Your Home** in the event of: -

- Burst pipes or sudden uncontrollable leakage likely to cause damage to the **Home** or its contents
- Failure of **Your** domestic water mains supply or electricity supply (on the domestic side of the supply authority's main fuse) or gas supply (on the domestic side of the supply authority's valve/junction) where there is blockage or breaking or flooding of drains or sewers, or failure of **Your** domestic hot water heating
- **Total Failure or Breakdown of Your Primary Heating System**
- Inoperable toilet where breakage of the internal mechanism within the cistern prevents flushing and creates an emergency as there is no other toilet in the **Home**
- The **Home** being made insecure due to the **Home's** external locks, doors or windows failing completely or being damaged
- The roofing, downpiping or guttering failing and further water damage
- An infestation of **Pest(s)**

Section B: In the event of the **Home** becoming uninhabitable as a direct result of a **Home Emergency**, and remaining so overnight, **We** will, at **Our** discretion, arrange and pay up to £250 including VAT for the cost of **Your** alternative overnight accommodation

WHAT YOU ARE NOT COVERED FOR

1. Any normal day-to-day maintenance or any matter that is not a **Home Emergency**.
2. Any claim reported within 28 days of the start of the **First Period of Insurance**.
3. Any claim which occurred prior to the purchase of this policy or outside the **Period of Insurance**.
4. Any claim reported to **Us** more than three months after it occurred.
5. Any repair costs incurred before **We** agree to accept **Your** claim.
6. Any repair costs above the **Limit of Cover**. Where the estimated cost of repair exceeds the **Limit of Cover**, **You** must pay any amount which exceeds that sum.
7. Any repair costs not carried out by **Our** **Appointed Contractor**.
8. More than 3 claims in any **Period of Insurance**.

9. Any safety checks and routine maintenance, cleaning and servicing.
10. Any claims arising from **Your** failure to follow the manufacturer's instructions including improper installation.
11. Any water pressure adjustments or failure caused through hard water scale or sludge.
12. The replacement of any item that wears out over a period of time unless it is a **Home Emergency**.
13. The costs covered by any manufacturer's, supplier's or repairer's guarantee or warranty.
14. Any theft, attempted theft, malicious damage or damage caused by fire or explosion unless it is a **Home Emergency**.
15. Any claims arising from floods, lightning, storms, frost or other bad weather conditions unless it is a **Home Emergency**.
16. Any damage incurred in gaining necessary access.
17. The costs arising from difficulties in getting to, and thereafter making good, the **Home Emergency** to include pipe work and electricity cables either under floorboards or contained in the fabric of the building.
18. Any claim for the cost of effecting permanent repairs after a **Home Emergency** has been resolved by carrying out a temporary repair including any redecoration or making good the fabric of the **Home**.
19. Any repairs carried out outside the **Territorial Limits**.
20. Any claims arising from the failure of any services where the problem is situated outside the boundary of the plot of land on which **Your Home** is situated or beyond the part of either the sole or shared supply system or piping for which **You** are legally responsible.
21. Any breakage of internal glass or of any basin, bath, bidet or shower base.
22. Any intermittent or reoccurring fault.
23. Any dispute arising from or involving:-
 - a) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - c) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government.
24. Any fraudulent claim or deliberate or criminal act.
25. Any matter in respect of which the **Insured Person** is, or would but for the existence of this policy, be entitled to indemnity under any other policy or certificate of insurance.
26. Any cost of replacing any of the following items or accessories that are perishable or intended to be replaceable; fuses, batteries, light bulbs, rubber seals, washers, fluorescent tubes and related starters, filters, hoses, attachments, cables, plugs, light covers or rain covers.
27. Any costs due to rust, corrosion or water damage unless it is a **Home Emergency**.
28. Any accidental damage unless it is a **Home Emergency**.
29. Any claims arising from damage to roof, guttering, drainpipes and soil pipes unless it is a **Home Emergency**.
30. Any claim for the breakdown of or loss of or damage to Saniflow toilets or other small-bore macerator pumping systems.
31. Any claim in connection with the **Primary Heating System** or warm air unit or hot water where there are air locks in the central heating piping or where there is a failure of zone or changeover valves or energy management systems.
32. Any boiler or warm air unit aged more than 10 years.
33. The re-lighting of central heating boilers or the incorrect operation or routine adjustments of time or temperature controls.
34. Any radiator valves.
35. Any fuel lines to and flue systems from the boiler including gas leaks.
36. Any boiler breakdown that is not a **Home Emergency**.
37. Any hot water cylinders that hold more than 40 gallons or 182 litres.
38. Any unvented pressurised cylinders.
39. Any water pressure adjustments or failure caused through hard water scale or sludge.
40. Any claim involving a boiler or warm air unit with an output exceeding 170,000 BTU's capacity.
41. Any breakdown and/or failure of Economy 7 storage heaters.
42. Any replacement of any boiler, warm air unit or water tanks if repair or reinstatement is not possible due to the unavailability of parts or if deemed irreparable or beyond economical repair.
43. Any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with manufacturer's instructions. Any recommendations following servicing should be carried out and the costs will be **Your** responsibility.
44. The cost of overnight accommodation exceeding one night.

CONDITIONS

- 1) **You** will keep to the terms and conditions of this policy.
- 2) At **Our** discretion, **We** may:-
 - a. Offer **You** the opportunity to nominate the contractor **You** wish to be appointed. **We** may accept **Your** nomination, and **We** will instruct the contractor under the terms of this policy;
 - b. With **Your** consent authorise an **Appointed Contractor** for **You** to pay that contractor direct and for **You** to submit the receipted invoice to **Us** for reimbursement;
 - c. Take over, conduct, defend or settle any claim and take proceedings, at **Our** own expense and for **Our** own benefit to recover any payment **We** have made under this policy. **We** will take this action in the **Insured Person's** name or in the name of anyone else covered by this insurance. The **Insured Person** or the person whose name **We** use must co-operate with **Us** on any matter which affects this policy.
 - d. Agree to a permanent repair being carried out under HOME EMERGENCIES only if it can be undertaken on the first visit and would cost no more than a temporary repair. This condition will not apply to a **Primary Heating System** where the part is not available at the point of call out.
 - e. Instruct an **Appointed Contractor** to determine whether **You** have a valid claim. If there is no **Failure or Breakdown** or **Home Emergency** covered by this policy, **You** will be liable for any call out fee incurred.
- 3) **You** should carry out or arrange for normal continuous maintenance of **Your Home** and on the systems servicing the **Home** and **You** must take all reasonable steps to avoid or minimize any claim. All boilers must be serviced annually and a copy of the service documentation will be required for **Our** records
- 4) **You** will co-operate with the **Appointed Contractor**

CANCELLATION

This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with this insurance, the policy will be regarded as not taken up and cancelled from inception, and **You** will be refunded any monies paid to **Us** in respect of premium provided no claims have been made.

If the policy is cancelled after the cooling off period any return premium due to **You** will depend on how long this insurance has been in force to be agreed by **You** and **Us** at the time of cancellation, and whether **You** have made a claim.

You will ensure that the **Primary Heating System** is serviced annually and the internal electricity system is serviced every 10 years, and when requested **You** will provide proof that these service requirements have been met.

Unless **We** have agreed otherwise with **You**, English law will apply to this insurance.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Complaints Department, Arc Legal Assistance, PO Box 8921, Colchester, CO4 5YD. Tel: 01206 6150000..

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. The **Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They are able to review complaints from “eligible complainants” and further information can be found on their website. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123. Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Arc Legal Assistance Limited (the **Data Controller**) are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.arclegal.co.uk

How **We** Use **Your** Personal Data and Who **We** Share It With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

Disclosure of **Your** Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service

providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, Arc Legal Assistance - please see website for full address details.

Marketing

We will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance policy only

Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

AmTrust Europe Limited underwrite these policies that Arc Legal Assistance Limited administer on their behalf

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Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Financial services register number 305958.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.