Home Emergency

Thank you for purchasing this policy.

This policy is underwritten by
ARAG Legal Expenses Insurance Company Limited.

This is your Policy Wording

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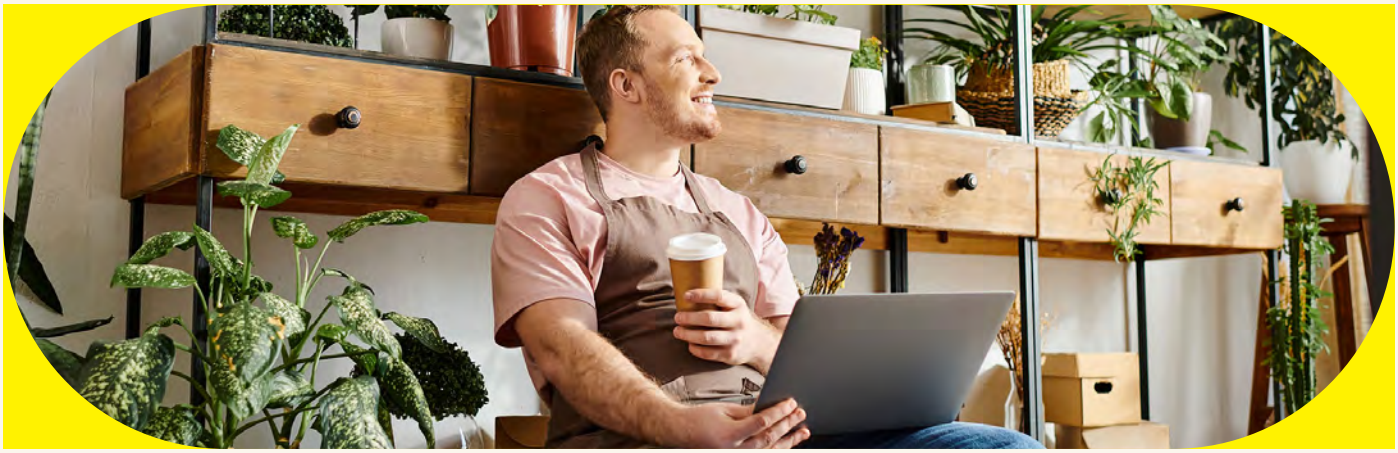
Welcome to ARAG

Thank **you** for purchasing this **ARAG** Home Emergency policy. This policy is underwritten by ARAG Legal Expenses Insurance Company Limited ('**ARAG**').

To make sure **you** get the most from **your** cover, please take time to read this policy wording which explains when **we** can help and when **we** can't.

Your insurance adviser can answer any questions **you** might have about the premium, the renewal of this policy or the type of cover offered. If **you** think **you** need to make a claim then contact **us** on the number shown on page 3.

Words shown in **bold** have special meaning and **you** can find the definitions on page 10 of this document.



Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us.**

We agree to cover the costs of the assistance described in this policy in respect of the insured events on page 4, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy provided that:

1. the insured event is sudden, unexpected and requires immediate corrective action to:
   a) prevent damage or further damage to **your home**; or
   b) make **your home** secure; or
   c) reduce any health risk to an **insured person**.

   A gradually occurring event is not considered an emergency as it is not sudden or unexpected.

2. the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

   If **we** are unable to cover **your** claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. The terms of such a service are a matter for **you** and the supplier.

Important information

Your Home Emergency policy includes everything **you** need to know about the cover **we** provide. Keep this document somewhere safe because **you**'ll need it in an emergency.

How to claim

To claim under **your** policy, please check the information below, which tells **you** when **we** can help and what **you**'re covered for, then phone **us** on **0800 294 2855**. **We** will ask **you** to confirm:

- **your** name and **your home** address including postcode
- the nature of the problem.

Our phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

We ask that **you** don't arrange for a contractor yourself because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at **home** when **our** contractor arrives.

How we can help

Once **you**'ve checked that **your** emergency is an insured event, it's important that **you** tell **us** about it as soon as **you** can. If **we** accept **your** claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
ii) take other action, such as isolating a leaking component or gaining access to **your home**.

At all times **we** will decide the best way of providing help.

Your cover – insured events

Your Home Emergency policy gives **you** 24-hour assistance in **your home** if **you** suffer one of the following insured events:

You are covered for: Please also refer to **our** agreement on page 3 To make a claim call **0800 294 2855**	**But not covered for** Please also refer to the general exclusions on page 6
Roof damage Any damage to the roof of **your home** where internal damage has been caused or is likely.	
Plumbing and drainage Damage to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**.	Pipes for which **your** water supply or sewerage company are responsible and rainwater drains and soakaways.
Heating failure The failure of the **main heating system** in **your home**.	If **you** have a habitable area in **your home**, where the heating and/or hot water is still fully or partially working.
Power supply failure The failure of the domestic electricity or gas supply, in the boundaries of **your home**.	1) If **you** have a habitable area in **your home**, where the electricity and/or gas supply is still fully or partially working. 2) The failure of the mains supply.
Toilet unit Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet, or toilets in **your home**.	If **you** have another toilet in **your home** that is working.
Home security The failure of or damage to external doors, windows or locks resulting in **your home** becoming insecure.	
Keys The only available set of keys to **your home** is lost, stolen or damaged and **you** can't replace them, or can't gain normal access to **your home**.	
Vermin An infestation by **vermin** in **your home** which prevents the use of the loft or one or more rooms in **your home**.	An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

What we will pay

1. **We** will arrange and pay for a contractor to take action up to the **emergency assistance limit** for each insured event.

2. If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for **hotel accommodation**. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

What we won't pay

1. Any costs over and above the **emergency assistance limit**.

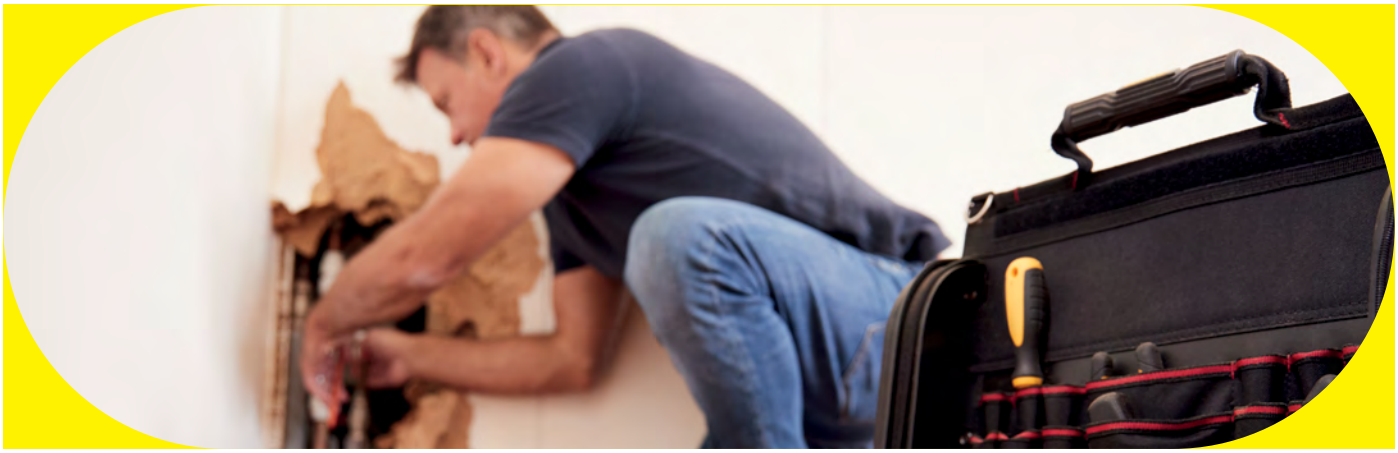
2. Any costs of overnight accommodation over and above the amount shown under **hotel accommodation** (please see **The meaning of words in this policy** on page 10).

When we can't help

- **You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.
- If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**.
- If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.

We will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.



General exclusions

You are not covered for:

1. **Rented properties and second homes**
   An incident at a property that **you** rent or let or that **you** own that is not **your** main residence.
2. **Unoccupied homes**
   An incident that happens when **your home** has been left unoccupied for 30 or more consecutive days.
3. **Costs we haven't agreed**
   Costs incurred by an **insured person** before **we** have accepted a claim.
4. **Home maintenance**
   Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for, such as servicing of heating and hot water systems.
5. **Communal areas**
   An incident that would require **us** to undertake repairs or any other remedial action to:
   a) shared or communal areas of a property; or
   b) any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.
6. **Nobody at home**
   Costs incurred where **our** contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.
7. **Replacement boilers or appliances**
   The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.
8. **Repair is uneconomical**
   Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.
9. **Failure to carry out previously recommended repairs**
   An incident which happens because an **insured person** failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.
10. **Guarantee and warranty**
    Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.
11. **Risk to health and safety**
    An incident that cannot be resolved safely by **our** contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
12. **Incorrect installation or repairs**
    An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

13. Deliberate acts

An incident arising from a deliberate act or omission by an **insured person**.

14. Damage caused during repairs

Damage caused by gaining access to carry out repairs.

15. Mains supplies

An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person**'s failure to buy or provide enough gas, electricity or other fuel.

16. Connected homes

The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.

17. Excluded property amenities and facilities

An incident:

a) arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks; or
b) relating to underfloor heating, swimming pools or hot tubs.

18. Subsidence, landslip and heave

An incident arising from subsidence, landslip or heave.

19. Cyber

An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.

20. Nuclear, war and terrorism risk

An incident caused by, contributed to by, or arising from:

a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.

Policy conditions

1. Maintenance

You must maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**.

2. Keeping to the policy terms

You must try to prevent anything happening that may cause a claim and take steps to keep any amount **we** have to pay as low as possible.

3. Replacement parts

We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

4. Circumstances beyond our control

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.

5. Cancelling the policy

You can cancel this policy by telling the person who sold **you** this policy within the cooling off period which lasts for 14 days after taking it out, or at any time afterwards.

We can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

6. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
b) a false declaration or statement is made in support of a claim.

7. Information you provide

You must take reasonable care to make sure that the information **you** provide when taking out this policy, or during the term of this policy, is complete and accurate. If the information **you** provide is not complete and accurate:

a) **your** policy may be voided or cancelled and the premium kept, or
b) part or all of any claim may be refused or not paid, or
c) the premium or cover may be revised.

8. Losses not directly covered by this policy

We will not pay for losses that are not directly covered by this policy e.g. time taken off work or replacement carpet damaged by a leak.

9. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

10. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

Emergency assistance limit

£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation**.

Home

Your main private residence. This includes attached or integral garages or conservatories but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

Hotel accommodation

The room-only cost of accommodation for **insured person**(s) if **your home** remains uninhabitable following an insured event. The most **we** will pay for **hotel accommodation** is £300 (including VAT).

Insured person

You and any person who lives in or is staying at **your home**.

Main heating system

The main hot-water or central-heating system in **your home** which must be gas, oil or electric fired. This includes pipes that connect components of the system, but does not include:

a) cold-water supply or drainage pipes
b) non-domestic heating or non-domestic hot water systems; or
c) any form of alternative heating system, such as solar heating, biomass, or heat pump (ground source heat pump or air source heat pump).

Period of insurance

The period shown on **your** policy schedule and any subsequent period for which **we** accept a renewal premium.

Plumbing and drainage

The cold-water supply and drainage system in the boundary of **your home** and for which **you** are legally responsible.

Vermin

a) wasps' and/or hornets' nests
b) rats
c) mice; or
d) grey squirrels.

We/Us/Our/ARAG

ARAG Legal Expenses Insurance Company Limited.

You/Your

The person who has taken out this policy (shown as the policyholder in the policy schedule).

Privacy

When you purchase and use an ARAG product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

We process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at **www.arag.co.uk/privacy**. Alternatively you can make a request for a printed copy to be sent to you by contacting **dataprotection@arag.co.uk**

How to make a complaint

We always aim to give you a high quality service. If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing **customer-relations@arag.co.uk**
- writing to the **Customer Relations Department | ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing **our** online complaint form at **www.arag.co.uk/complaints**

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **we**'ve been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**

Using this service does not affect your right to take legal action.

About ARAG

Registered Address:

ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW

Registered in England and Wales | Company Number 103274 | Website: **www.arag.co.uk**

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, **www.fscs.org.uk**

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