# homeprotect POLICY BOOKLET

# Full Home Emergency

### CONTENTS

CONTENTS	2
WELCOME	3
ABOUT THIS POLICY BOOKLET	4
DEFINITIONS APPLICABLE TO THE POLICY	5
FULL HOME EMERGENCY	7
SETTLING CLAIMS	14
COMPLAINTS	17
IMPORTANT INFORMATION	19
USEFUL CONTACTS	21

### WELCOME

This booklet explains the ins and outs of our Full Home Emergency cover.

Full Home Emergency is the upgraded version of the Basic Home Emergency you get as standard with a Homeprotect policy and includes the following additional benefits:

- ✓ *Roof damage*: Damage to the roof of your property where internal damage has been caused or is likely.
- ✓ Main Heating System: Failure to function of the main hot-water or central-heating system in your property.
- ✓ Hotel Accommodation: up to £300 for the cost of a hotel room if your property remains uninhabitable following an emergency.

We have chosen ARAG to provide our home emergency cover. ARAG have a tremendous pedigree and we have every confidence that they will provide you with a first class service.

We hope you find it clear and simple to read. But if you have any questions, you can call us on 0330 660 1000 (9am-8pm weekdays, 9am-1pm Saturdays).

Mark Eastham

CEO – Homeprotect

### ABOUT THIS POLICY BOOKLET

#### Definitions

Certain words in this booklet have a specific meaning. So we've capitalised and italicised them to keep things clear and simple. You can check the <u>Definitions section</u> of this document for their exact meaning.

There are a few exceptions to this rule of capitalised and italicised definitions, given how frequently they are used throughout this booklet:

- 1. Where we refer to 'we', 'us' or 'our' we mean Homeprotect (a trading name of Avantia Insurance Limited).
- 2. Where we refer to 'insurer(s)', 'they', 'their', 'ARAG'S we mean ARAG Legal Expenses Insurance Company Limited.
- 3. Where we refer to 'you', 'your', 'insured' we mean the person who has taken out this *Policy* (shown as the policyholder in the *Schedule*).

We sometimes highlight a definition in a text box where it's helpful...

Emergency Assistance Limit: £500 (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*.

#### HOW TO READ THE POLICY BOOKLET

The terms and conditions of your *Policy* are shown like this:

COVERED	NOT COVERED
<ul> <li>The left side explains in detail what you're</li> </ul>	<ul> <li>The right side explains the circumstances</li> </ul>
covered for in each section of the Policy	where the left side cover is restricted or
Booklet.	excluded.

#### PRINTING THIS BOOKLET

We've designed this *Policy* Booklet for reading on a screen. But you can also print it out if you prefer. Bear in mind that it's a long document, so you may want to print in black and white or print certain sections only.

### DEFINITIONS APPLICABLE TO THE POLICY

This booklet contains words that are capitalised and italicised. We've explained their exact meaning below.

#### **Emergency Assistance Limit**

£500 (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*.

#### Hotel Accommodation

The room-only cost of accommodation for *Insured Person(s)* if the *Insured Property* remains uninhabitable following an insured event. The most ARAG will pay for *Hotel Accommodation* is £300 (including VAT).

#### Insured Person(s)

You and any person who lives in or is staying at the Insured Property.

#### **Insured Property**

The property shown in the *Schedule* used for domestic use only, unless noted in the *Statement of Fact* that your property is used for other purposes. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the *Insured Property*. The *Insured Property* must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

#### Main Heating System

The main hot-water or central-heating system in the *Insured Property*. This includes pipes that connect components of the system.

#### Period of Insurance

The length of time for which this insurance is in force, as shown in the *Schedule* and for which you have paid and we have accepted a premium unless cancelled by you or us in accordance with our cooling off or cancellation conditions.

#### Plumbing and Drainage

The cold-water supply and drainage system within the boundary of the *Insured Property* and for which you are legally responsible.

#### Go to Contents

#### Policy

The Full Home Emergency *Policy* comprises this booklet, the *Statement of Fact* and the *Schedule*, which should be read together.

#### Schedule

The *Schedule* is part of this *Policy* and contains details of what level of home emergency cover you have chosen.

#### Statement of Fact

A record of the information you provided us when applying for this insurance, and which will have been provided to you by us as evidence of the basis on which your application has been accepted and this *Policy* issued.

#### Unoccupied

Not lived in by you, your family, your tenant or any other person with your permission for more than 30 consecutive days unless noted in the *Statement of Fact*.

#### Vermin

Wasps' and/or hornets' nests, rats, mice; or grey squirrels.

### FULL HOME EMERGENCY

#### WHAT'S COVERED

ARAG agree to cover the costs of the assistance described in this *Policy*, subject to the terms, conditions, exclusions and limitations set out in this *Policy*, provided that:

- the insured event is sudden, unexpected and requires immediate corrective action to:
  - prevent damage or further damage to the Insured Property; or
  - make the Insured Property secure; or
  - relieve unreasonable discomfort, risk to health or difficulty to an Insured Person
  - 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.

**DO YOU NEED ASSISTANCE FOR A CIRCUMSTANCE NOT COVERED BY THIS POLICY?** If this *Policy* does not cover the service you need, ARAG will try (if you wish) to arrange assistance at your expense.

To use this service, please call ARAG on 0115 671 3841.

The terms of such service are a matter for you and the supplier they introduce you to.

	COVERED		NOT COVERED
$\checkmark$	ARAG will arrange and pay for a contractor to	×	Any costs over and above the Emergency

take action up to the *Emergency Assistance Limit* for each insured event. Any costs over and above the *Emergency* Assistance Limit.

Emergency Assistance Limit: £500 (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*.

	COVERED	NOT COVERED
overnight fo will reimbur You must se	ed Property remains uninhabitable ollowing an insured event, ARAG rse you for <i>Hotel Accommodation</i> . end ARAG all relevant invoice(s) will reimburse you. The decision	<ul> <li>Any costs of overnight accommodation over and above the amount shown under <i>Hotel</i> <i>Accommodation</i>.</li> <li>Hotel Accommodation: The room-only</li> </ul>
uninhabitat it would be	the Insured Property is ble will take into account whether fair and reasonable for you to he Insured Property.	cost of accommodation for <i>Insured Person(s)</i> if the <i>Insured Property</i> remains uninhabitable following an insured event. The most ARAG will pay for <i>Hotel Accommodation</i> is £300 (including VAT).

#### INSURED EVENTS

Your Full Home Emergency *Policy* gives you 24-hour assistance in your *Insured Property* if you suffer one of the following insured events:

Main Heating System	
COVERED	NOT COVERED
<ul> <li>✓ Failure to function of the Main Heating System in the Insured Property.</li> </ul>	<ul> <li>Cold-water supply or drainage pipes, non- domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.</li> </ul>

Roof damage	
COVERED	NOT COVERED
<ul> <li>✓ Any damage to the roof of the <i>Insured</i></li> <li><i>Property</i> where internal damage has been</li> <li>caused or is likely.</li> </ul>	

Plumbing and Drainage	
COVERED	NOT COVERED
<ul> <li>Damage to, or blockage, breakage, or leaking of the drains or plumbing system that you are responsible for in the <i>Insured Property</i>.</li> </ul>	<ul> <li>Pipes for which your water supply or sewerage company are responsible and rainwater drains and soakaways.</li> </ul>

Power Supply Failure	
COVERED	NOT COVERED
✓ The failure of the domestic electricity or gas	<ul><li>Any claim relating to the failure of the mains</li></ul>
supply, in the boundaries of your Insured	supply.
Property.	

Toilet unit	
COVERED	NOT COVERED
<ul> <li>Impact damage to or mechanical failure of a toilet bowl or cistern that results in complete loss of function of the only toilet, or of all toilets in the <i>Insured Property</i>.</li> </ul>	<ul> <li>Any claim if you have another toilet in the Insured Property that is working.</li> </ul>

Home security	
COVERED	NOT COVERED
<ul> <li>✓ The failure of or damage to external doors, windows or locks resulting in your <i>Insured</i> <i>Property</i> becoming insecure.</li> </ul>	

Vermin infestation	
NOT COVERED	
<ul> <li>Any claim relating to an infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.</li> </ul>	

Use Section 12 (1997) Use Section 12 (1997)

#### ADDITIONAL EXCLUSIONS

ARAG will not pay for:

#### × Waiting period

A claim following an insured incident which happens during the first 7 days from the start of cover under this *Policy*, if you take out this *Policy* at a different time from your Homeprotect home insurance policy.

#### × Unoccupied homes

A claim where the *Insured Property* has been left *Unoccupied*, unless the *Insured Property* is noted as being *Unoccupied* in the *Statement of Fact*.

**Unoccupied**: Not lived in by you, your family, your tenant or any other person with your permission for more than 30 consecutive days unless noted in the *Statement of Fact*.

#### Nobody at home

Costs incurred where ARAG'S approved contractor has attended at an agreed time but nobody aged 18 or over was at the *Insured Property*.

#### × Costs ARAG have not agreed

Costs incurred by an *Insured Person* before ARAG have accepted a claim.

#### Insured Person(s): You and any person who lives in or is staying at the Insured Property.

#### × Risk to health and safety

An incident that cannot be resolved safely by ARAG'S approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting repair dangerous.

#### × Home maintenance

Normal day-to-day maintenance of the *Insured Property* that an *Insured Person* should carry out or pay for (such as servicing of heating and hot-water systems).

#### × Deliberate acts

An incident arising from a deliberate act or omission by an Insured Person.

#### \* Replacement boilers or appliances

The costs, or any contribution towards the costs, of replacing any boiler, storage heater or any other heating or domestic appliance.

#### **×** Repair is uneconomical

A repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.

#### \* 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.

#### **×** Guarantee and warranty

Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.

#### × Incorrect installations or repairs

An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

#### **×** Damage caused during repairs

Damage caused where it is necessary to gain access to carry out repairs.

#### × 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 source.

#### \* Septic tanks, cesspits and fuel tanks

An incident arising from the malfunction or blockage of septic tanks, cesspits or fuel tanks.

#### \* Subsidence, landslip and heave

An incident arising from subsidence, landslip or heave.

#### × Nuclear, war and terrorism risks

A claim caused by, contributed to by, or arising from:

- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

#### Full Home Emergency

- 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
- Pressure waves caused by aircraft or any other airborne devices at sonic or supersonic speeds

#### × Communal areas

An incident which would require ARAG to undertake repairs or any other remedial action to:

- Shared or communal areas of the *Insured Property*
- Any shared fixtures and fittings, facilities or services outside the legal boundary of the Insured Property

#### × 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.

#### × Cyber

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

#### ADDITIONAL CONDITIONS

#### Maintenance

You must maintain the *Insured Property* 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 the *Insured Property* 

#### • Keeping to the terms of this *Policy*

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

#### Replacement parts

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

#### Circumstances beyond ARAG'S control

ARAG will make every effort to provide the service at all times, but they will not be responsible for any liability arising from ARAG'S inability to provide assistance as a result of circumstances beyond their reasonable control.

#### Fraudulent claims

ARAG will, at their discretion, void this *Policy* (make it invalid) from the date of claim, or alleged claim, and/or they will not pay the claim if:

- A claim an *Insured Person* has made to obtain benefit under this *Policy* is fraudulent or intentionally exaggerated; or
- A false declaration or statement is made in support of a claim

#### Losses not directly covered by this Policy

ARAG 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.

#### 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, ARAG will only pay their share of the claim even if the other insurer refuses the claim.

#### Law that applies

This *Policy* is governed by the law that applies in the part of the United Kingdom of Great Britain and Northern Ireland, 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.

### SETTLING CLAIMS

#### HOW TO CLAIM

To claim under this *Policy*, please check the information above, which tells you when ARAG can help and what you're covered for, then register your claim online via <u>https://www.homeprotect.co.uk/home-emergency-claims</u>.

Alternatively, you can phone ARAG on 0808 175 3058. They will ask you to confirm:

#### Go to Contents

- Your name and the address of the *Insured Property* including postcode
- The nature of the problem

ARAG'S phone lines are open 24 hours a day, 365 days a year. To help ARAG check and improve their service standards, they may record all calls.

ARAG asks that you don't arrange for a contractor yourself because they won't pay for this or for any work that they haven't agreed in advance. Also, please make sure there is someone aged 18 or over at the *Insured Property* when the contractor arrives.

#### HOW ARAG CAN HELP

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

- Carry out a temporary repair (or a permanent repair if this is no more expensive); or
- Take other action, such as isolating a leaking component or gaining access to the *Insured Property*.

At all times, ARAG will decide the best way of providing help.

#### WHEN ARAG CANNOT 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 the *Insured Property*.
- 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.

ARAG will always try to get to you as soon as possible but sometimes it may take them longer than they 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 their contractors in danger, for example repairing damp electrics, ARAG will wait until the conditions have improved before sending someone out.

#### Go to Contents

**DO YOU NEED ASSISTANCE FOR A CIRCUMSTANCE NOT COVERED BY THIS POLICY?** 

If this *Policy* does not cover the service you need, ARAG will try (if you wish) to arrange assistance at your expense.

To use this service, please call ARAG on **0115 671 3841**.

The terms of such service are a matter for you and the supplier they introduce you to.

### COMPLAINTS

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions about the administration of your *Policy*, you should contact us on **0330 660 1000**. Copies of our complaints procedures are also available by contacting this number. If you have any concerns about a claim you should refer the matter to ARAG on **0344 893 9013**.

#### COMPLAINTS ABOUT ARAG

ARAG always aims to give you a high quality service. If you think ARAG have let you down, you can contact them by:

- Phoning **0344 893 9013**
- Emailing <u>customer-relations@arag.co.uk</u>
- Writing to the Customer Relations Department: ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW
- Completing an online complaint form at <a href="https://www.arag.co.uk/complaints">https://www.arag.co.uk/complaints</a>

Further details of ARAG'S internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or we or ARAG have been unable to respond to your complaint within 8 weeks, you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from <u>https://www.financial-ombudsman.org.uk</u>).

You can contact them by:

- Phoning 0800 023 4567 (free from mobile phone and landlines) or 0300 123 9123
- Emailing <u>complaint.info@financial-ombudsman.org.uk</u>
- Writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: <u>https://www.financial-ombudsman.org.uk</u> Using this service does not affect your right to take legal action.

#### THE FINANCIAL SERVICES COMPENSATION SCHEME

Both Homeprotect and ARAG are covered by the Financial Services Compensation Scheme (FSCS).

Compensation from the scheme may be claimed if Homeprotect or ARAG can't 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, <u>https://www.fscs.org.uk</u>

#### LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which your main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this *Policy*.

### IMPORTANT INFORMATION

It is important that:

- You are clear that Full Home Emergency cover is only provided if it is shown in the Schedule as being included
- You understand what Full Home Emergency provides and does not provide
- You understand your own duties under the *Policy*

Your cover begins on the start date of the *Policy* and continues for a period of 12 months unless we notify you otherwise.

#### COOLING OFF PERIOD

You are entitled to cancel the *Policy* by contacting us within 14 days of either:

- The date you receive your Policy documentation; or
- The start of the Period of Insurance

whichever is the later.

#### CANCELLATION AND FEES

We can cancel the *Policy* by giving you written notice by recorded delivery at your last known address.

If any party to this insurance cancels the Homeprotect home insurance policy at any time during the *Period of Insurance,* we will automatically cancel the Full Home Emergency cover that appears on your latest *Schedule*.

#### HOMEPROTECT - PRIVACY

We may use your personal information to manage insurance policies, handle claims and to provide our services to you. We only use your personal information where it is necessary to do so, for example, to fulfil our contractual obligations, to comply with our legal obligations, or where it is necessary for our legitimate interest(s). Where we use your personal information, we will do so in accordance with applicable Data Protection Legislation.

We may share your personal information with third party service providers and agents. If we need to share your personal information outside the European Economic Area, we take steps to ensure that equivalent protections are in place.

To find out more information on how we use your personal information, please refer to the Homeprotect Privacy Policy https://www.homeprotect.co.uk/security-privacy.

Further information about how we use your personal information can be found on the Information Commissioner's Office register – our registration number is: Z7831579.

#### ARAG - 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 <u>www.arag.co.uk/privacy</u>. Alternatively you can make a request for a printed copy to be sent to you by contacting <u>dataprotection@arag.co.uk</u>

#### **OUR INSURERS**

ARAG Legal Expenses Insurance Company Limited is the underwriter and provides the Legal Expenses insurance and additional services under your *Policy*. ARAG head and registered office: ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales, Company Number 103274.

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.

### **USEFUL CONTACTS**

#### Full Home Emergency Claims



https://www.homeprotect.co.uk/home-emergency-claims



0808 175 3058



Open 24 hours per day

#### Homeprotect Customer Service



0330 660 1000

service@homeprotect.co.uk

Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday.

#### Homeprotect Claims (Buildings and Contents)



0330 660 0660



Open 24 hours per day

#### Financial Ombudsman Service



0300 1239 123

Complaint.info@financial-ombudsman.org.uk

Open 8am to 5pm Monday to Friday. Closed weekends.

#### Calls are recorded and monitored

We're Homeprotect. A brand or "trading name" of Avantia Insurance Limited (Company Reg. 4567760). We're based at: CI Tower, St Georges Square, New Malden, KT3 4HG.

This policy booklet's name is ARAG-FULL-HE-25