

Landlords Legal Solutions

Policy Document



Please read this Policy carefully to familiarise yourself with the terms and conditions. If you are unsure about anything in this document please contact whoever you purchased your Policy from.

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Certificate Number: [TO BE INSERTED BY POLICY HOLDER]

Help when you need it.

To make a claim under this policy, please telephone 0845 604 9848

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

What is Emergency Insurance

Emergency Insurance is a cost-effective insurance product that will help protect you in the event of a domestic emergency at your rental property. Home emergencies can be stressful and sometimes difficult to resolve, but with Emergency Insurance you will have peace of mind knowing that we are with you every step of the way, by not only appointing a suitably qualified contractor to attend your rental property but also meeting the costs associated with this.

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

- Call-out charge
- Labour up to a maximum of 2 hours
- Parts & materials up to a maximum of £100
- Alternative Accommodation up to a maximum of £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 your 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 the 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 and remote locations may affect normal standards of service.

It is important you notify us as soon as possible and do not appoint your own contractors as we will not pay the costs incurred and it could invalidate your cover.

In the event of a claim for alternative accommodation you should obtain our authority to incur any costs prior to us reimbursing you.

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 policy and we will seek to advise you accordingly.

Please note that you should report any major emergency which could result in injury to the resident of your rental property or serious damage to the Home to the Emergency Services or the company that supplied 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 £2,000 for the first part of the claim, and 90% of the rest 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 the complaint is not resolved to your satisfaction, then the matter may be referred to: Customer Relations Officer, Brit Insurance Limited, 55 Bishopsgate, London EC2N 3AS, Telephone: 020 7984 8800.

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: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Telephone: 0845 080 1800 www.financial-ombudsman.org.uk.

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

Save as provided above, in the event that any dispute as to the terms and effect of this Policy remains unresolved then such dispute shall be referred for arbitration to an independent solicitor to be agreed jointly by the parties. In the event that an independent solicitor cannot be agreed upon, then an arbitrator will be appointed by the President for the time being of The Law Society of England & Wales. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on all parties.

EMERGENCY INSURANCE

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 **your 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 COVERED

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 to 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 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 a maximum of £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. **Costs & Expenses** where there is no one at **Home** when the **Contractor** arrives
3. any matter occurring prior to, or existing at the inception of the policy, and which **you** knew or ought reasonably to have known could give rise to a claim under this policy
4. 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
5. a central heating boiler which
 - a) is more than 15 years old
 - b) has not been subject to an annual service
6. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr
7. the cost of effecting permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of the **Home**
8. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
9. damage incurred in gaining access to the **Home**
10. the failure to maintain any system or equipment or the replacement of parts that gradually wear and tear over time
11. garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
12. the property being left unoccupied for more than 30 days consecutively
13. goods or materials covered by a manufacturer, suppliers or installers warranty

14. 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
15. a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
16. subsidence, landslip or heave
17. replacing or adjusting any decorative part of any equipment
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, the burden of proving the contrary shall be upon **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 the **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 cause, event or circumstances which could to give rise to a claim under this policy
- 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, settle the claim or agree to pay any **Costs & Expenses** incurred without **our** written agreement.

4. Arbitration

If there is a dispute between **you** and **us** about the handling of a claim the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **you** and **us** fail to agree on a suitably qualified person **we** will ask the president of the relevant Law Society to nominate.

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 this policy will be forfeited including the premium.

6. Cancellation
 - a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid providing **you** have not notified a claim which has been or is subsequently accepted under this policy.
 - b) **You** may cancel this policy at any time by giving at least 14 days' written notice to **us**.
 - c) The **Insurer** may cancel the policy at any time by giving at least 14 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**

Subject to a maximum of £1000 **Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause.

Home

The rental property declared in the policy schedule which is situated within the **Territorial Limits**

Insurer

Brit Insurance Limited

Limit of Indemnity

The **Insurer** will pay the following:

- Call-out charge, and/or
- Labour up a maximum of 2 hours, and/or
- Parts & materials up to a maximum of £100 (including VAT), and/or

- Alternative Accommodation up to a maximum of £250 (including VAT)

Subject to a maximum of £1000 (including VAT) **Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause.

Period of Insurance

The period as shown in the household policy to which this Policy attaches

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

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(s) named in the household insurance schedule to which this policy attaches

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. ARAG plc and Brit Insurance Ltd are members of the Financial Ombudsman Service.