

Residential Landlords' Emergency Solutions

Policy Document

Please read this document carefully to familiarise yourself with our terms and conditions, and how you can contact us if you have a domestic emergency at your residential property. This section only summarises the policy cover; the policy wording starts from page 3 and provides full terms, conditions and exclusions of the insurance contract between us.

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

Make a claim

To claim under this policy telephone **0333 000 7805** (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.



Main benefits of Residential Landlords' Emergency Solutions

With one call to us, an approved contractor will come to the property and make emergency repairs. Our cover includes all of the following domestic emergencies:

- the complete breakdown of your heating system
- plumbing and drainage problems
- damage which effects the properties security, including locks and windows
- if the property's only toilet is broken
- loss of your power supply
- lost keys
- vermin infestation
- **Optional** annual central boiler servicing is available on a pay per use basis by calling 01977 781493.

The policy covers you for the contractor's call-out charge, up to 2 hours labour, parts and materials up to £100, and where your residential property is unsafe or uncomfortable to stay in, emergency accommodation costs up to £250.

The maximum payable by the insurer is £1,000 for all claims relating to the same event.

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.

Who is ARAG?

ARAG UK is part of ARAG SE, a global leader in legal expenses and assistance insurance which generates annual premium income in excess of £1.5 billion.

We recognise that we will only grow by ensuring that we provide responsive products and an excellent service to our customers. We are committed to providing our Residential Landlords' Emergency Solutions customers with a rapid response and faultless customer service if an emergency seriously affects the property.

Claims procedure

In the event of a property emergency:

1. please telephone **0333 000 7805** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing us with your name, insured property 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. Poor weather conditions or remote locations may affect normal standards of service
3. if you are claiming for alternative accommodation costs for your tenant(s) you must obtain our authority to incur costs before booking somewhere to stay. Your tenant(s) will have to pay for the accommodation when they check out and send the receipt to you, to forward us to be reimbursed
4. it is important you notify us as soon as possible of any claim, and do not call out your own contractors as we will not pay their costs and it could stop your claim being covered
5. you must report any major emergency which could result in serious damage to the property or injury, to the Emergency Services or the company that supplies the service
6. your call will be recorded for training and security purposes and will be answered as soon as possible.

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation 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 from the FSCS.

Residential Landlords' Emergency Solutions

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

Your policy cover

Following an Insured event which results in a **property emergency** the **insurer** will pay **emergency costs** provided that:

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

Insured events covered

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 the **property**.

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 the **property**, which results in a **property emergency**.

3 Property Security

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

4 Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in the **property**.

5 Domestic Power Supply

The failure, whether or not caused accidentally, of the **property'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 the **property**.

7 Vermin Infestation

Vermin causing damage inside the **property** or a health risk to **your** tenant(s).

8 Alternative Accommodation Costs

Your tenant(s) overnight accommodation costs including transport to such accommodation following a **property emergency** which makes the **property** unsafe, insecure or uncomfortable to stay in overnight.

What is not covered by this 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 the **property** 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) a main heating system (including a **central heating boiler**) which
 - a) is more than 15 years old and/or
 - b) has not been serviced every twelve months
- 7) the cost of making permanent repairs including any redecoration or making good the fabric of the **property**
 - a) once the emergency situation has been resolved
 - b) arising from damage caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to the **property**
- 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) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
- 11) the **property** being left unoccupied for more than 30 days consecutively unless you usually let out your **property** and are actively seeking a tenant
- 12) goods or materials covered by a manufacturer's, supplier's and 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) costs beyond the insurer's fair share (rateable proportion) if you can access emergency assistance under any other policy or if emergency assistance would have been available to you under another policy if this policy did not exist
- 15) subsidence, landslip or heave
- 16) blockage of supply or waste pipes to the **property** due to freezing weather conditions
- 17) 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, funding, 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**.

Policy conditions

Failure to keep 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** immediately after first becoming aware of any **property emergency**
- 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 **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
- j) be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **property emergency** claim.

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 the **property** 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 under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.

6. Cancellation

- a) **You** may cancel the policy within 14 days of purchasing the cover with a full refund of the insurance premium paid, providing **you** have not made a claim which has been accepted under the policy.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund part of the premium for the unexpired period unless **you** have notified a claim which has been or is subsequently accepted under this policy in which case no return 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 part of the premium for the unexpired term. **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 co-operate 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 intimidation or bullying of **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

7. Jurisdiction

This policy will be governed by English Law.

8. Data Protection Act

You agree that any information provided to **us** and/or the **insurer** regarding **you** will be processed by **us** and/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. For our mutual protection and **our** training purposes, calls will be recorded.

Meaning of **Words & Terms**

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

Central Heating Boiler

A boiler;

- a) located in the **property** (or connecting garage), and
- b) which has been serviced no more than twelve months prior to the date of the **property emergency**.

Contractor

The **contractor** or tradesperson chosen by **us** to respond to **your property emergency**.

Emergency Costs

- a) The **contractor's** call out charge
- b) **Contractor's** necessary labour up to 2 hours
- c) Parts and materials up to £100 and where necessary
- d) 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.

Property

Your residential dwelling which provides self-contained accommodation for let to tenants for residential purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.

Property Emergency

A sudden unexpected event which clearly requires immediate action in order to:

- a) prevent damage or avoid further damage to the **property**, and/or
- b) render the **property** safe or secure, and/or
- c) restore the main services to the **property**, and/or
- d) alleviate any health risk to **your** tenant(s).

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Period of Insurance

The period 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 who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

You/Your

The person to whom this policy has been issued.

Signed by



Managing Director
ARAG plc

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. 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, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:



0207 327 5693, Fax: 0207 327 5225



complaints@lloyds.com



Lloyd's, One Lime Street, London EC3M 7HA.

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:



0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile



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 the insurer, but you are free to reject it without affecting your legal rights.

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ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.arag.co.uk

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