

# Residential Home Emergency Policy

## Master Certificate Number LES/1007/2133

### IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the Insurer and We act on their behalf.

All potential claims must be reported to Our Claims Helpline Service:

**Claims Helpline Service – 01384 884040**

This Claims Helpline Service is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. It does not take the place of Your Material Damage Insurance. If the situation is not an Emergency likely to cause insecurity, unreasonable discomfort, risk or difficulties, You should telephone Your Buildings insurer direct for claims assistance and advice.

### HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

- Before requesting assistance and making a claim check that the circumstances are covered by this insurance.
- Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
- To ensure an accurate record Your telephone conversation may be recorded.
- All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise any Emergency Work will not be covered.
- The Claims Helpline Service will obtain a suitable Contractor provided that there are no circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible such as adverse weather conditions, industrial disputes, failure of the public transport system.
- The Claims Helpline Service and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
- **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**
- The Contractor will charge the cost of all work covered by the insurance directly to the Insurer, but You will be asked to pay the cost of:
  - a) call-out charges if there is not a responsible person at the Property when the Contractor arrives;
  - b) any work not covered by or excluded by this insurance;
  - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

Please note that if You should engage the services of a contractor prior to making contact with the Claims Helpline Service any costs that You incur are not covered by this insurance.

Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

If within 14 days of receipt of this policy You are unhappy with any of the requirements as stated above, please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium less any costs incurred.

#### Important Policy Information

All potential claims must initially be reported to Our Claims Helpline Service, which operates 24 hours a day, 365 days a year.

The Emergency Claims Helpline Service telephone number is 01384 884040.

Our address for correspondence is:

Arc Legal Assistance Limited, PO Box 8921,  
Colchester,  
CO4 5YD

We will pay Your claim up to the Claim Limits subject to the terms, conditions and exclusions of this policy against an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance.

#### Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

#### Agent

The Agent appointed by the Coverholder to transact this insurance with You.

#### Claim Limit(s)

The most We will pay for any one claim during the Period of Insurance as shown in the Schedule.

For Emergency Work the cost shall be limited (inclusive of VAT) to:

- i) The Contractors call-out charge
- ii) The Contractors labour up to a maximum of 2 hours
- iii) Parts and materials up to £500
- iv) Contribution to alternative heating purchased or hired by the Insured Person up to £50
- v) Alternative Accommodation up to £250

Subject to a maximum Claim Limit of £500 for each claim related by time or original cause.

#### Contractor

A tradesperson authorized and instructed by the Helpline to undertake Emergency Work. (This may include a Local Authority in the case of Pest Infestation)

#### Data Protection Legislation

The data protection laws in force in the countries where this cover applies at the time of the emergency.

#### Emergency

A sudden and unforeseen situation which if not dealt with quickly would result in damage that would otherwise be unstoppable and:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause unreasonable discomfort, risk or difficulties for or to You.

#### Emergency Work

Efforts made by the Contractor to resolve an Emergency by completing a Temporary Repair (or a Permanent Repair where this can be done at a similar cost) in respect of the occurrences covered by this insurance subject to the policy Claim Limits. In relation to Pests, this shall mean the removal or control thereof.

#### Helpline

The Claims Helpline Service is operated by Arc Legal Assistance Limited.

#### Insured Person, You, Your

The person or company who has paid the premium and is named in the Schedule as the Insured Person.

#### Insurer

This insurance is administered by Arc Legal Assistance Limited and underwritten AmTrust Specialty Limited

#### Period of Insurance

The commencement (start) and expiry (end) dates shown in the Schedule.

#### Permanent Repair

Repairs or work required to permanently resolve the reason for the Emergency occurring.

#### Primary Heating System

The principal central heating and hot water systems excluding any form of solar heating system and non-domestic central heating boiler or source.

#### Property

Your principal private dwelling residence owned by You.

#### Schedule

The document which shows the specific details of Your insurance. This wording and the Schedule together make up Your insurance policy.

#### Service

All attempts made by Us and the Contractor to rectify, repair, limit or prevent damage in respect of the items covered by this policy following an Emergency.

#### Temporary Repair

A repair which will resolve an Emergency but will need to be replaced by a Permanent Repair.

#### Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

#### Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

#### We, Us, Our

Arc Legal Assistance Limited and AmTrust Specialty Limited

### Insured Events

Emergency Work where one or more of the following has occurred in the Property:-

#### Section 1 - Plumbing and Drainage

##### What is Covered?

- 1) Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence.
- 2) Blocked toilet.
- 3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting.

##### What is Excluded?

- 1) The replacement of water tanks, cylinders, and central heating radiators; external external WC's external pipes, taps and overflows not causing internal water damage.
- 2) Blocked toilets where this has been caused as a consequence of wilful misuse.
- 3) All public sewers, drains and pipe work which are maintained by local utilities or service undertakings.
- 4) Descaling and any work arising from hard water scale deposits.
- 5) Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.
- 6) External overflows unless internal damage is a likely consequence or the leakage of water from swimming pool or hot tubs.
- 7) The repair of domestic appliances that are leaking water, other than from external fixed pipe work.

#### Section 2 - Internal Electricity, Gas and Water Supplies

##### What is Covered?

- 1) Electricity failure of at least one complete circuit.
- 2) Gas leak.
- 3) Water supply system failure.

##### What is Excluded?

- 1) Repair work to or the cost of replacing lead pipework.
- 2) The interruption or disconnection of public services to the Property however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system.
- 3) External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
- 4) Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools.
- 5) Descaling and any work arising from hard water scale deposits.
- 6) Photovoltaic systems

#### Section 3 – Security

##### What is Covered?

- 1) External lock failure or damage.
- 2) External door failure or damage.
- 3) External window failure or damage.

## What is Excluded?

- 1) Internal locks, doors, glass, external garages or outbuildings.
- 2) Any damage caused by the Contractor in gaining access to the Property.
- 3) Window locks.
- 4) Doors subject to swelling.

## Section 4 - Lost Key

### What is Covered?

Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.

### What is Excluded?

- 1) The loss of keys to internal doors, garages and outbuildings.
- 2) Any damage caused by the Contractor in gaining access to the Property.

## Section 5 - Primary Heating System

### What is Covered?

- 1) The Primary Heating System has failed or broken down completely.
- 2) A contribution towards the cost of purchase or hire by the Insured Person (upon production of an original receipt for payment) of alternative heating sources where these are deemed necessary given the temperatures in the event that the Primary Heating system has failed completely and it is not possible to reinstate the heating within a 6-hour period.

### What is Excluded?

- 1) Boilers that are over 238,000 btu net input (70 Kilowatt)
- 2) Lighting of boilers or the correct operation or routine adjustment of time or temperature controls.
- 3) Any form of solar heating systems.
- 4) Power flushing or descaling.
- 5) The replacement of water tanks, cylinders, and central heating radiators.

## Section 6 - Pest Infestation

### What is Covered?

- 1) Wasp nests.
- 2) Homet nests.
- 3) House mice.
- 4) Field mice.
- 5) Rats.
- 6) Cockroaches.

### What is Excluded?

Where the infestation is not directly affecting the living areas of the Property.

## Section 7 Toilet System

### What is Covered?

Loss of use as a result of mechanical failure or damage to the toilet bowl or cistern providing there is no other toilet within the Property.

## Section 8 - Roofing

### What is Covered?

Emergency Work following sudden and unforeseen damage to the roof of the Property which is causing internal damage.

If damage is caused by severe weather, please be aware that a Contractor may not be able to attend until the weather conditions are safe for them to do so.

Where We have established that the damage to Your roof is in excess of Your Claim Limit, You will need to contact Your buildings insurance provider.

### What is Excluded?

- 1) damage to flat roofs over 10 years of age;
- 2) damage where the roof has not been satisfactorily maintained;
- 3) costs that should be shared proportionately across all responsible parties;
- 4) claims where there has been damage to or loss of tiles and no internal damage is being caused.

## Section 9 - Overnight Accommodation

### What is Covered?

Overnight accommodation up to a maximum of £250.00 including VAT shown within the Schedule (upon production of an official invoice) where it has not been possible to resolve the Emergency following Emergency Work carried out by the Contractor and the Property is rendered uninhabitable.

## Exclusions

We shall not be liable for costs arising from or in connection with:-

1. circumstances known to You prior to the commencement date of this insurance;
2. any system, equipment including boilers or facility which has not been properly installed in accordance with the manufacturer's been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect; replacement or adjustment to any decorative or cosmetic part of any equipment;
3. garages, out-buildings, cesspits, septic tanks or fuel tanks;
4. wilful act or omission or lack of maintenance or neglect by You;
5. claims relating to Properties left unoccupied for 30 consecutive days or more;
6. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
7. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy;
8. claims arising within the 48 hours from the date of commencement of this insurance unless You held equivalent insurance immediately prior to the commencement of this policy;
9. any Permanent Repair costs which exceeded those that would be incurred in carrying out a temporary repair
10. any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.
  - c) This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
11. any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
12. any loss or damage caused by any sort of war, invasion or revolution
13. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
14. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

## Conditions

### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

You must take care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

### Alteration of Risk

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

### Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

### Recovery of Costs

We may take proceedings at Our own expense in Your name to recover any sums paid under this insurance.

### Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

### Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, 'We' means Arc Legal Assistance and the Insurer)

#### 1. Data Protection

We will keep Your personal information safe and private. There are laws that protect Your privacy and We follow them carefully. Under the laws, We are the company responsible for handling Your information (Data Controller). Here is a simple explanation of how We use Your personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at [www.arclegal.co.uk](http://www.arclegal.co.uk).

#### What we do with your personal information

We might need to use the information We have about You for different reasons.

For example, We might need it:

- to run through Our computerised system to decide if We can offer You this insurance.
- to help You if You have any queries or want to make a claim.
- to provide You with information, products or services if You ask Us to.
- for research or statistics.

#### We will need it:

- to provide this insurance.
- to contact You to ask if You want to renew it.
- to protect both You and Us against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about Your health or any criminal convictions You might have. We might need this kind of information to decide if We can offer You this insurance or to help You with a claim. We will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share Your information with other companies or people who provide a service to Us, or to You on Our behalf. They include companies that are part of Our group, people We work with, insurance brokers, Our agents, reinsurers, credit agencies, medical professionals, insurance reference bureaux, fraud detection agencies, regulatory authorities and anyone else We might need to share it with by law. We will only share Your information with them if We need to and if it is allowed by law.

Sometimes We might need to send Your information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. We make sure that Your information is always kept safely and treated in line with the law and this notice.

You can tell Us if You do not want Us to use Your information for marketing. You can also ask us to provide You with the information We have about You and, if there are any mistakes or updates, You can ask Us to correct them. You can also ask Us to delete Your information (although there are some things We cannot delete). You can also ask Us to give Your information to someone else involved in Your insurance. If You think We did something wrong with Your information, You can complain to the local data protection authority.

We will not keep Your information longer than We need to. We will usually keep it for 10 years after Your insurance ends unless We have to keep it longer for other business or regulatory reasons

If You have any questions about how We use Your information, You can contact Our Data Protection Officer.

#### Complaints Procedure

In the event of a complaint arising under this insurance, you should in the first instance contact Arc Legal Assistance Ltd.

Write to Us at -	Email Us at -	Call Us on -
Arc Legal Assistance Ltd PO Box 8921, Colchester, CO4 5YD	<a href="mailto:customerservice@arclegal.co.uk">customerservice@arclegal.co.uk</a>	01206 615000

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

#### Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### Reasonable Care

You must take reasonable care and maintain the Property and its equipment in good order and take all reasonable precautions to prevent loss or damage.

Where a Temporary Repair has been carried out, the onus will be upon You to carry out repairs or work to permanently resolve the reason for the Emergency occurring. Should You fail to carry out the Permanent Repair a Contractor will not be appointed to undertake any further Emergency Work.

#### Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

#### Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

#### Emergency Claims Helpline Number: 01384 884040.

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

#### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured Person's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

#### Compensation Scheme

AmTrust Specialty Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if We cannot meet Our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

#### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## How To Arrange Assistance And Make A Claim

1. Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
2. To ensure an accurate record Your telephone conversation may be tape recorded.
3. All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise the Work will not be covered.
4. The Claims Helpline Service will obtain a suitable Contractor provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.
5. The Claims Helpline Service and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
6. You must ensure that whilst the Contractor is at the property an appropriate person to authorise any work is also present.
7. **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**
8. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
9. You will be asked to pay the cost of:
  - a) call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
  - b) all charges in excess of the Claim Limits.
  - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
10. There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond Our control. In the event of this occurring We will ensure that Your Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.
11. Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.