

Home Emergency Solutions Master Policy Document



Home Emergency Solutions

Master Policy Document

Please read this **master policy** carefully to familiarise yourself with our terms and conditions.

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

Make a claim 0330 303 1940

To claim under this policy telephone **0330 303 1940** (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.

Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of "before-the-event" and "after-the-event" legal insurance products and assistance solutions to protect both businesses and individuals.

Main benefits of Home Emergency Solutions

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

- the complete breakdown of the main heating system
- plumbing and drainage problems
- damage which affects the security of your member's home, including locks and windows
- breakage or failure of the toilet unit
- loss of domestic power supply
- lost keys
- vermin infestation
- roof damage
- **Optional** annual central boiler servicing is available on a pay per use basis by calling **0330 303 1319**.

The policy covers your beneficiaries for the contractor's call-out charge, up to 3 hours labour, parts and materials up to £150, and where the home is unsafe or uncomfortable to stay in, emergency accommodation costs up to £500.

If your home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump the insurer will reimburse up to £1,000 for your own contractor to help.

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.



Claims procedure

In the event of a **home emergency**:

- 1) **Please telephone 0330 303 1940** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with the **insured's** name, address, postcode, and the nature of the problem.
- 2) **We** will record the **insured's** details and then decide on the best course of action to limit their loss and/or repair the damage. If the incident relates to an emergency covered under this **master policy**, **we** will instruct a member of **our** emergency **contractor** network in respect of that claim only. **We** shall have no liability for any other work carried out by the **contractor**. Poor weather conditions or remote locations may affect normal standards of service.
- 3) If the **insured's home** is powered by a biomass boiler or anaerobic digester system air source heat pump or ground source heat pump, **we** will check the **insured's** details and agree for the **insured** to choose a suitable expert to help. The **insured** will have to pay the **contractor** and send the receipt to **us**, **we** will reimburse the **insured's** claim. Please send the receipt to www.arag.co.uk/newclaims or ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.
- 4) If the **insured** is claiming for alternative accommodation costs they must obtain **our** authority to incur costs before booking somewhere to stay. The **insured** will have to pay for the accommodation when they check out and send the receipt to **us** to be reimbursed.
- 5) It is important that the **insured** notify **us** as soon as possible of any claim, and do not call out their own **contractors** unless **we** have agreed as **we** will not pay their costs and it could stop the **insured's** claim being covered.
- 6) The **insured** must report any major emergency which could result in serious damage to the **home** or injury, to the Emergency Services or the company that supplies the service.
- 7) The **insured's** call may be recorded for training and security purposes and will be answered as soon as possible.

Privacy Statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

The insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

What happens if the insurer cannot meet its liabilities?

The insurer 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 at www.fscs.org.uk

Home Emergency Solutions

This **master policy** is evidence of the contract between **the master policyholder** and the **insurer**. Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

Your policy cover

Following an Insured event which results in a **home emergency** the **insurer** will pay **emergency costs** subject to all the following requirements being met:

- 1) The **master policyholder** has paid the insurance premium.
- 2) The claim is reported to **us**
 - a) during the **period of insurance**
 - b) immediately after the **insured** first becomes aware of a **home emergency**.
- 3) The **insured** always agree to use the **contractor** chosen by **us**.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

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 **insured's home**.

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 **insured's home**, which results in a **home emergency**.

3 Home security

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

4 Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function.

5 Domestic power supply

The failure, whether or not caused accidentally, of the **insured's home's** domestic electricity or gas supply.

6 Lost keys

The loss or theft of the only available keys, if the **insured** cannot replace them to gain access to their **home**.

7 Vermin infestation

Vermin causing damage inside the **home** or a health risk to the **insured**.

8 Alternative accommodation costs

The **insured's** overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the **home** unsafe, unsecure or uncomfortable to stay in overnight.

8 Roof Damage

Damage to the roof of the **insured's home** where internal damage has been or is likely to be caused.

What is **not covered** by this master policy

The **insured** is 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 the **beneficiary** purchases this policy at a different date from any other related insurance policy
- 3) **emergency costs** where there is no one at **home** when the **contractor** arrives
- 4) any matter occurring prior to, or existing at the start of the **master policy**, and which the **insured** believed or ought reasonably to have believed could give rise to a claim under this **master 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 is more than 15 years old
- 7) warm air and solar heating systems or boilers with an output with over 60Kw/hr
- 8) the cost of making permanent repairs including any redecoration or making good the fabric of the **insured's home**
 - a) once the emergency situation has been resolved
 - b) arising from damage caused:
 - i) in the course of the repair or
 - ii) in the course of investigation of the cause of the Insured event or
 - iii) in gaining access to the **insured's home**
- 9) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- 10) 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)
- 11) garages, outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank
- 12) the **beneficiary's home** being left unoccupied for more than 60 days consecutively
- 13) goods or materials covered by a manufacturer's, supplier's or installer's warranty
- 14) 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
- 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, landslide or heave
- 17) a property that is not the **beneficiary's** main residence or that they rent or let
- 18) blockage of supply or waste pipes to the **home** due to freezing weather conditions
 - 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 the **insured**.
- f) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Master policy **conditions**

Failure to keep any of these conditions may lead the **insurer** to cancel your and/or the **beneficiary's** entitlement to cover under this **master policy**, or refuse to pay a claim.

1. The Insured's Responsibilities

An **insured** must:

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the **contractor**
- c) tell **us** as soon as possible after first becoming aware of any **home emergency**
- d) tell **us** as soon as possible 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 the **insured**
- 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 the **insured's** name any claim, proceedings or investigation
- j) be able to prove that the **central heating boiler** is no more than 15 years old.

2. Our Consent

We must give the **insured our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

3. Settlement

The **insured** must not settle the **contractor's** invoice or agree to pay **emergency costs** that they wish to claim for under this policy without **our** agreement.

4. Disputes

If any dispute between the **insured** and **us** arises from this **master policy**, the **insured** 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 the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent Claims

- a) If the **insured** makes any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be lost.
- b) The **insured** shall at all times be entirely truthful and act with complete honesty and integrity. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition the **insurer** shall have no liability for **emergency costs**.

6. Cancellation

- a) The **master policyholder** may cancel the **master policy**:
 - i) within 14 days of the date of the purchase of this **master policy** with a full refund of the premium paid provided that a claim has not been accepted; or
 - ii) at any other time by writing to the person who sold the **master policyholder** this **master policy** and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no refund of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the **master policy** at any time by giving at least 60 days written notice to the **master policyholder**. The **insurer** will refund the premium for the remaining **period of insurance**. **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 **insured** uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers,
- iii) where **we** have evidence that the **insured** has committed a fraudulent act..

7. Jurisdiction

This policy will be governed by English Law.

8. 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 **master 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.

Beneficiary

The members of the **master policyholder**

Central heating boiler

A boiler located in the **beneficiary's home** (or connecting garage).

Contractor

- a) The **contractor** or tradesperson chosen by **us** to respond to the **insured's home emergency**
- b) Where the **insured's home** is powered by a biomass boiler or anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by the **insured** with **our** agreement to respond to the **insured's home emergency**.

Emergency costs

- a) The **contractor's** call out charge
- b) Contractor's necessary labour up to 3 hours
- c) Parts and materials up to £150 and where necessary
- d) Alternative accommodation costs incurred under Insured event 8 up to £500.

provided that

where the **insured's home** is powered by a biomass boiler or anaerobic digester system, air source heat pump or ground source heat pump, the **insured** must pay the **contractor** and send the receipt to **us** for the **insurer** to reimburse the **insured**.

The maximum payable by the **insurer** is £1,000 for all claims related by time or original cause.

Home

The **beneficiary's** principal private dwelling used for domestic purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.

Home emergency

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

- a) prevent damage or avoid further damage to the **beneficiary's home**, and/or
- b) render the **home** safe or secure, and/or
- c) restore the main services to The **beneficiary's home**, and/or
- d) alleviate any health risk to the **beneficiary**

Insured

The beneficiaries, their partner and relatives permanently living with the **beneficiary** in the beneficiaries main **home** in the UK.

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Master Policy

The Home Emergency Solutions policy issued by **us** to the **master policyholder**

Master Policyholder

The Hertfordshire Police Federation

Period of insurance

The period shown in the schedule to which this **master policy** attaches.

Vermin

Brown or black rats, house or field mice, bees or cockroaches and wasps' or hornets' nests.

We/Us/Our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

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, please contact us using the number you rang to report your claim. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department, where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; 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

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 0234 567 or **0300 123 9123**



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.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331).

www.arag.co.uk