



LEGAL SERVICES

Residential Landlords' Emergency Solutions

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 summarises the policy cover only; the policy wording starts from page 5 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 cover from.

Make a claim

To claim under this policy telephone **0844 826 1786** (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.

Let's make it happen with Residential Landlords' Emergency Solutions

Your 24/7 emergency assistance cover provides attendance by a suitably qualified contractor and covers associated costs, if your rented property is affected by an unforeseen domestic emergency which damages or threatens to cause damage making the property unsafe or insecure for your tenant(s) to live in, or cutting off essential services including:

- breakdown of the main heating system
- plumbing and drainage problems
- damage to, or failure of the properties security, including locks and windows
- breakage of the sole toilet unit
- loss of domestic power supply
- lost keys
- vermin infestation

Who is ARAG?

ARAG plc is a legal expenses and assistance insurance provider, operating nationwide from our headquarters in Bristol.

We are experts in advancing the concept of legal and assistance insurance with innovative products and services.

Our pioneering spirit has made us successful in an international market environment. ARAG plc is part of ARAG SE and recognised as a global leader, generating a premium income of over €1.5 billion per annum.

Our ethos is to work in partnership with our clients, listening to your expectations. With ARAG, there is no need to put life on hold.

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 Syndicate 2987 at Lloyd's. Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Limited which is authorised and regulated by the Financial Services Authority, registration number 204930. You can check this by visiting the FSA website at www.fsa.gov.uk

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.

Claims procedure

In the event of a property emergency:

1. please telephone 0844 826 1786 (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 to 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 may be recorded for training and security purposes and will be answered as soon as possible.

This is a summary of cover. For the full terms and conditions of the policy, please read the policy wording which starts from page 5 onwards



Significant Features & Benefits	Significant Exclusions or Limitations	Where Found
The insurer will pay emergency costs up to the limit of indemnity for claims reported during the period of insurance for the Insured Events shown below.	The claim must be reported to us immediately after you first become aware of the property emergency. You always agree to use the contractor nominated by us.	YOUR POLICY COVER 2) 3)
	Limit of Indemnity The insurer will pay the following: a) the contractor's call-out charge b) labour up to 2 hours c) parts and materials up to £100 d) alternative accommodation costs up to £250. The maximum payable per claim is £1,000.	MEANING OF WORDS & TERMS Limit of Indemnity
1 MAIN HEATING SYSTEM The total failure or complete breakdown of the main heating system in the property.	A main heating system which – is more than 15 years old and/or – has not been serviced every twelve months. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw hr.	WHAT IS NOT INSURED BY THIS POLICY 6) 7)
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 property or its contents.	Blockage of supply or waste pipes due to freezing weather conditions.	WHAT IS NOT INSURED BY THIS POLICY 17)
3 PROPERTY SECURITY Damage to or failure of external doors, windows or locks which compromises the security of the property.		
4 TOILET UNIT Breakage to 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 of the property's domestic electricity or gas supply.	The interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.	WHAT IS NOT INSURED BY THIS POLICY 9)

<p>6 LOST KEYS The loss of the only available keys, if you cannot replace them, to gain access to the property.</p>	<p>Damage caused by gaining access to the property.</p>	<p>WHAT IS NOT INSURED BY THIS POLICY 8b)</p>
<p>7 VERMIN INFESTATION Vermin causing damage inside the property or a health risk to your tenant(s).</p>		
<p>8 ALTERNATIVE ACCOMMODATION COSTS Your tenant(s) overnight accommodation costs including transport there up to £250 (including VAT) following a property emergency which makes the property unsafe, insecure or uncomfortable to stay in overnight.</p>	<p>Your tenant will have to settle the charges for accommodation and the insurer will reimburse the payment on our acceptance of your claim.</p>	<p>Claims procedure 3.</p>
	<p>Any claim</p> <ul style="list-style-type: none"> • where costs have been incurred before we accept a claim • where the Insured Event happens within the first 48 hours of cover if you purchase this policy at a different date from any other related insurance policy • where there is no one at the property when the contractor arrives • involving a pre-existing problem • arising from any wilful or negligent act or faulty workmanship (including any attempted repair or DIY) • for making permanent repairs once the emergency situation has been resolved • for damage that is caused by finding the cause of your claim and making the repair arising out of the failure to maintain any system or equipment or the replacement of parts that gradually sustain wear and tear over time • relating to garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks • Your Property being left unoccupied for more than 30 days consecutively unless you usually let out your Property and are actively seeking a tenant • covered by a manufacturer's, supplier's or installer's warranty. 	<p>WHAT IS NOT INSURED BY THIS POLICY</p> <p>1)</p> <p>2)</p> <p>3)</p> <p>4)</p> <p>5)</p> <p>8)</p> <p>10)</p> <p>11)</p> <p>12)</p> <p>13)</p>
	<p>Property Emergency Solutions is available for properties located in the United Kingdom, Channel Islands and the Isle of Man.</p>	<p>MEANING OF WORDS & TERMS Property</p>

Property 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** up to the **limit of indemnity** provided that:

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

INSURED EVENTS

1 MAIN HEATING SYSTEM

The total failure or complete breakdown of the main heating system in the **property**.

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 **property** or its contents.

3 PROPERTY SECURITY

Damage 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 of the **property'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 **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 INSURED 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** knew or ought reasonably to have known 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 (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
- 6) a central heating boiler which
 - a) is more than 15 years old and/or
 - b) has not been serviced every twelve months
- 7) LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr
- 8) 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**
- 9) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- 10) the failure to maintain any system or equipment or the replacement of parts that suffer 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 unless **you** usually let out **your property** and are actively seeking a tenant
- 13) goods or materials covered by a manufacturer's, supplier's and 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) any 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
- 16) subsidence, landslip or heave
- 17) blockage of supply or waste pipes to the **property** due to freezing weather conditions
- 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, 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, or refuse to pay a claim. The **insurer** also reserves the right to recover **emergency costs** from you if this happens.

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 main heating system is no more than fifteen years old and has been serviced every twelve months.

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 **your 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 the **insured** and **us** arises from this 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

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) The **insurer** may 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 period.

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.

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 chosen by **us** to respond to **your property emergency**.

Emergency Costs

- a) Costs reasonably and properly charged by the **contractor**.
- b) Alternative accommodation costs incurred under Insured Event 8.

Property

Your residential dwelling that is located in Great Britain and Northern Ireland and which provides self contained accommodation for let to tenants for residential purposes

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).

Limit of Indemnity

The insurer will pay the following:

- a) the **contractor's** call-out charge
- b) **contractor's** labour up to 2 hours
- c) parts and materials, up to £100, and where necessary
- d) alternative accommodation up to £250.

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

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 (or appointed agents on its behalf) 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.

Complaints

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:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN
customerrelations@arag.co.uk
0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded)

If a complaint remains unresolved, you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

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

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 is authorised and regulated by the Financial Services Authority, registration number 452369 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 Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.ARAG.co.uk