

homeprotect

POLICY BOOKLET

Home Emergency for Landlords



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WELCOME

This booklet explains the ins and outs of our **Home Emergency for Landlords cover**.

Home Emergency for Landlords is the upgraded version of the Basic Home Emergency you get as standard with a Homeprotect policy and includes the following additional benefits:

- ✓ *Roof damage*: Damage to the roof of your let property where internal damage has been caused or is likely.
- ✓ *Main Heating System*: Failure to function of the main hot-water or central-heating system in your let property.
- ✓ *Hotel Accommodation*: up to £300 for the cost of a hotel room for you or your *Tenants* if your let property remains uninhabitable following an emergency.

We have chosen ARAG to provide our home emergency cover. ARAG have a tremendous pedigree and we have every confidence that they will provide you with a first class service.

We hope you find it clear and simple to read. But if you have any questions, you can call us on 0330 660 1000 (9am-8pm weekdays, 9am-1pm Saturdays).

Mark Eastham

CEO – Homeprotect

ABOUT THIS POLICY BOOKLET


Definitions

Certain words in this booklet have a specific meaning. So we've capitalised and italicised them to keep things clear and simple. You can check the [Definitions section](#) of this document for their exact meaning.

There are a few exceptions to this rule of capitalised and italicised definitions, given how frequently they are used throughout this booklet:

1. Where we refer to 'we', 'us' or 'our' we mean Homeprotect (a trading name of Avantia Insurance Limited).
2. Where we refer to 'insurer(s)', 'they', 'their', 'ARAG'S we mean ARAG Legal Expenses Insurance Company Limited.
3. Where we refer to 'you', 'your', 'insured' we mean the person who has taken out this *Policy* (shown as the policyholder in the *Schedule*).

We sometimes highlight a definition in a text box where it's helpful...

 **Emergency Assistance Limit:** £500 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of *Hotel Accommodation*.

HOW TO READ THE POLICY BOOKLET

The terms and conditions of your *Policy* are shown like this:

COVERED	NOT COVERED
✓ The left side explains in detail what you're covered for in each section of the <i>Policy</i> Booklet.	✗ The right side explains the circumstances where the left side cover is restricted or excluded.

PRINTING THIS BOOKLET

We've designed this *Policy* Booklet for reading on a screen. But you can also print it out if you prefer. Bear in mind that it's a long document, so you may want to print in black and white or print certain sections only.

DEFINITIONS APPLICABLE TO THE POLICY

This booklet contains words that are capitalised and italicised. We've explained their exact meaning below.

Emergency Assistance Limit

£500 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of *Hotel Accommodation*.

Hotel Accommodation

The room-only cost of accommodation for *Insured Person(s)* if the *Insured Property* remains uninhabitable following an insured event. The most ARAG will pay for *Hotel Accommodation* is £300 (including VAT).

Insured Person(s)

You and/or the *Tenant(s)*.

Insured Property

The property shown in the *Schedule* used for domestic use only and let under a tenancy agreement of 6 months or more, as noted in the *Statement of Fact*. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the *Insured Property*.

The *Insured Property* must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

The *Insured Property* must not be used for commercial purposes other than letting (and must not be sub-let). You must be the legal owner of the property.

Main Heating System

The main hot-water or central-heating system in the *Insured Property*. This includes pipes that connect components of the system.

Period of Insurance

The length of time for which this insurance is in force, as shown in the *Schedule* and for which you have paid and we have accepted a premium unless cancelled by you or us in accordance with our cooling off or cancellation conditions.

Plumbing and Drainage

The cold-water supply and drainage system within the boundary of the *Insured Property* and for which you are legally responsible.

Policy

The Home Emergency for Landlords *Policy* comprises this booklet, the *Statement of Fact* and the *Schedule*, which should be read together.

Schedule

The *Schedule* is part of this *Policy* and contains details of what level of home emergency cover you have chosen.

Statement of Fact

A record of the information you provided us when applying for this insurance, and which will have been provided to you by us as evidence of the basis on which your application has been accepted and this *Policy* issued.

Tenant(s)

The person(s) to whom you are letting the *Insured Property* under an agreement. By taking this *Policy* you are agreeing to allow the *Tenant(s)* to claim directly in the occurrence of an insured event.

Unoccupied

Not lived in by you, your family, your *Tenant(s)* or any other person with your permission for more than 30 consecutive days unless noted in the *Statement of Fact*.

Vermin

Wasps' and/or hornets' nests, rats, mice; or grey squirrels.

HOME EMERGENCY FOR LANDLORDS

WHAT'S COVERED

ARAG agree to cover the costs of the assistance described in this *Policy*, subject to the terms, conditions, exclusions and limitations set out in this *Policy*, provided that:

- the insured event is sudden, unexpected and requires immediate corrective action to:
 - prevent damage or further damage to the *Insured Property*; or
 - make the *Insured Property* secure; or
 - relieve unreasonable discomfort, risk to health or difficulty to an *Insured Person*
- the insured event happens during the *Period of Insurance* and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

DO YOU NEED ASSISTANCE FOR A CIRCUMSTANCE NOT COVERED BY THIS POLICY?

If this *Policy* does not cover the service you need, ARAG will try (if you wish) to arrange assistance at your expense.

To use this service, please call ARAG on **0115 671 3841**.


The terms of such service are a matter for you and the supplier they introduce you to.

COVERED

- ✓ ARAG will arrange and pay for a contractor to take action up to the *Emergency Assistance Limit* for each insured event.

NOT COVERED

- ✗ Any costs over and above the *Emergency Assistance Limit*.

 **Emergency Assistance Limit:** £500 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of *Hotel Accommodation*.

COVERED

- ✓ If the *Insured Property* remains uninhabitable overnight following an insured event, ARAG will reimburse you or your *Tenant(s)* for *Hotel Accommodation*.

You or your *Tenant(s)* must send ARAG all relevant invoice(s) before they will provide reimbursement.

The decision on whether the *Insured Property* is uninhabitable will take into account whether it would be fair and reasonable for you or your *Tenant(s)* to remain in the *Insured Property*.

NOT COVERED

- ✗ Any costs of overnight accommodation over and above the amount shown under *Hotel Accommodation*.



Hotel Accommodation: The room-only cost of accommodation for *Insured Person(s)* if the *Insured Property* remains uninhabitable following an insured event. The most ARAG will pay for *Hotel Accommodation* is £300 (including VAT).

INSURED EVENTS

Your Home Emergency for Landlords *Policy* gives you and your *Tenant(s)* 24-hour assistance in your *Insured Property* if you or your *Tenant(s)* suffer one of the following insured events:

Main Heating System

COVERED

- ✓ Failure to function of the *Main Heating System* in the *Insured Property*.

NOT COVERED

- ✗ Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.

Roof damage

COVERED

- ✓ Any damage to the roof of the *Insured Property* where internal damage has been caused or is likely.

NOT COVERED

- ✗ Any part of the roof of the *Insured Property* you do not have sole responsibility for.

Plumbing and Drainage

COVERED

- ✓ Damage to, or blockage, breakage, or leaking of the drains or plumbing system that you are responsible for in the *Insured Property*.

NOT COVERED

- ✗ Pipes for which your water supply or sewerage company are responsible and rainwater drains and soakaways.

Power supply failure

COVERED

- ✓ The failure of the domestic electricity or gas supply, in the boundaries of your *Insured Property*.

NOT COVERED

- ✗ Any claim relating to the failure of the mains supply.

Toilet unit

COVERED

- ✓ Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only toilet, or of all toilets in the *Insured Property*.

NOT COVERED

- ✗ Any claim if you have another toilet in the *Insured Property* that is working.

Home security

COVERED

- ✓ The failure of or damage to key operated internal lockable doors to access each *Tenant(s)* exclusive room in shared occupancy residence(s), or external doors, windows or locks resulting in the *Insured Property* becoming insecure.

NOT COVERED

Vermin infestation

COVERED

- ✓ An infestation by *Vermin* in the *Insured Property* which prevents the use of the loft or one or more rooms in the *Insured Property*.

NOT COVERED

- ✗ Any claim relating to an infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.



Vermin: Wasps' and/or hornets' nests, rats, mice; or grey squirrels.

ADDITIONAL EXCLUSIONS

ARAG will not pay for:

× **Waiting period**

A claim following an insured event which happens during the first 48 hours from the start of cover under this *Policy*, if you take out this *Policy* at a different time from your Homeprotect home insurance policy.

× **Unoccupied homes**

A claim where the *Insured Property* has been left *Unoccupied*, unless the *Insured Property* is noted as being *Unoccupied* in the *Statement of Fact*.



Unoccupied: Not lived in by you, your family, your *Tenant(s)* or any other person with your permission for more than 30 consecutive days unless noted in the *Statement of Fact*.

× **Nobody at home**

Costs incurred where ARAG'S approved contractor has attended at an agreed time but nobody aged 18 or over was at the *Insured Property*.

× **Costs ARAG have not agreed**

Costs incurred by an *Insured Person* before ARAG have accepted a claim.



Insured Person(s): You and/or the *Tenant(s)*

× **Risk to health and safety**

An incident that cannot be resolved safely by ARAG'S approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting repair dangerous.

× **Home maintenance**

Normal day-to-day maintenance of the *Insured Property* that an *Insured Person* should carry out or pay for (such as servicing of heating and hot-water systems).

× **Deliberate acts**

An incident arising from a deliberate act or omission by an *Insured Person*.

× **Replacement boilers or appliances**

The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.

× **Repair is uneconomical**

Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.

× **Failure to carry out previously recommended repairs**

An incident which happens because an *Insured Person* failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.

× **Guarantee and warranty**

Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.

× **Incorrect installations or repairs**

An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

× **Damage caused during repairs**

Damage caused where it is necessary to gain access to carry out repairs.

× **Mains supplies**

An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an *Insured Person's* failure to buy or provide enough gas, electricity or other fuel source.

× **Septic tanks, cesspits and fuel tanks**

An incident arising from the malfunction or blockage of septic tanks, cesspits or fuel tanks.

× **Subsidence, landslip and heave**

An incident arising from subsidence, landslip or heave.

× **Nuclear, war and terrorism risks**

A claim caused by, contributed to by, or arising from:

- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- Pressure waves caused by aircraft or any other airborne devices at sonic or supersonic speeds

× **Communal areas**

An incident which would require ARAG to undertake repairs or any other remedial action to:

- Shared roofs or communal areas of the *Insured Property* not owned by you or for which you do not have sole responsibility; or
- Any shared fixtures and fittings, facilities or services outside the legal boundary of the *Insured Property*

× **Connected homes**

The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.

× **Cyber**

An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.

ADDITIONAL CONDITIONS

▪ **Maintenance**

The *Insured Person* must maintain the *Insured Property* in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the *Insured Property*

▪ **Keeping to the terms of this Policy**

An *Insured Person* must try to prevent anything happening that may cause a claim and take steps to keep any amount ARAG have to pay as low as possible.

▪ **Replacement parts**

ARAG will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

- **Circumstances beyond ARAG'S control**

ARAG will make every effort to provide the service at all times, but they will not be responsible for any liability arising from ARAG'S inability to provide assistance as a result of circumstances beyond their reasonable control.

- **Fraudulent claims**

ARAG will, at their discretion, void this *Policy* (make it invalid) from the date of claim, or alleged claim, and/or they will not pay the claim if:

- A claim an *Insured Person* has made to obtain benefit under this *Policy* is fraudulent or intentionally exaggerated; or
- A false declaration or statement is made in support of a claim

- **Losses not directly covered by this Policy**

ARAG will not pay for losses that are not directly covered by this *Policy* e.g. time taken off work or replacement carpet damaged by a leak.

- **Other insurances**

If any claim covered under this *Policy* is also covered by another *Policy* or would have been covered if this *Policy* did not exist, ARAG will only pay their share of the claim even if the other insurer refuses the claim.

- **Law that applies**

This *Policy* is governed by the law that applies in the part of the United Kingdom of Great Britain and Northern Ireland, Channel Islands or Isle of Man where you normally live. Otherwise the law of England and Wales applies.

All Acts of parliament mentioned in this *Policy* include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

SETTLING CLAIMS

HOW TO CLAIM

For an *Insured Person* to claim under this *Policy*, they need to check the information above, which states when ARAG can help and what's covered, then register the claim online via

<https://www.homeprotect.co.uk/home-emergency-claims>.

Alternatively, the *Insured Person* can phone ARAG on **0808 175 3059**. They will ask the *Insured Person* to confirm:

- The *Insured Person's* name and the address of the *Insured Property* including postcode
- The nature of the problem

ARAG'S phone lines are open 24 hours a day, 365 days a year. To help ARAG check and improve their service standards, they may record all calls.

ARAG ask that the *Insured Person* does not arrange for a contractor themselves because they won't pay for this or for any work that they haven't agreed in advance. Also, please make sure there is someone aged 18 or over at the *Insured Property* when the contractor arrives.

HOW ARAG CAN HELP

Once the *Insured Person(s)* checked that the emergency is an insured event, it's important to tell ARAG about it as soon as possible. If ARAG accept the claim, they will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances.

ARAG will either

- Carry out a temporary repair (or a permanent repair if this is no more expensive); or
- Take other action, such as isolating a leaking component or gaining access to the *Insured Property*.

At all times, ARAG will decide the best way of providing help.

WHEN ARAG CANNOT HELP

- The *Insured Person(s)* should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to the *Insured Person(s)* or substantial damage to the *Insured Property*.

- If the *Insured Person(s)* think there is a gas leak, they should contact the National Gas Emergency Service on 0800 111 999.
- If there is an emergency relating to a service such as the mains water or electricity supply, the *Insured Person* should contact the supplier.

ARAG will always try to get to the *Insured Property* as soon as possible but sometimes it may take them longer than they would like because the weather is bad, the *Insured Property* is in a remote location or parts needed to complete the repair are unavailable.

If providing help would put their contractors in danger, for example repairing damp electrics, ARAG will wait until the conditions have improved before sending someone out.

⚠ DO YOU NEED ASSISTANCE FOR A CIRCUMSTANCE NOT COVERED BY THIS POLICY?

If this *Policy* does not cover the service you need, ARAG will try (if you wish) to arrange assistance at your expense.

To use this service, please call ARAG on **0115 671 3841**.

The terms of such service are a matter for you and the supplier they introduce you to.

COMPLAINTS

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions about the administration of your *Policy*, you should contact us on **0330 660 1000**. Copies of our complaints procedures are also available by contacting this number. If you have any concerns about a claim you should refer the matter to ARAG on **0344 893 9013**.

COMPLAINTS ABOUT ARAG

ARAG always aims to give you a high quality service. If you think ARAG have let you down, you can contact them by:

- Phoning **0344 893 9013**
- Emailing customer-relations@arag.co.uk
- Writing to the Customer Relations Department: ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW
- Completing an online complaint form at <https://www.arag.co.uk/complaints>

Further details of ARAG'S internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or we or ARAG have been unable to respond to your complaint within 8 weeks, you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from <https://www.financial-ombudsman.org.uk>).

You can contact them by:

- Phoning 0800 023 4567 (free from mobile phone and landlines) or 0300 123 9123
- Emailing complaint.info@financial-ombudsman.org.uk
- Writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: <https://www.financial-ombudsman.org.uk>

Using this service does not affect your right to take legal action.

THE FINANCIAL SERVICES COMPENSATION SCHEME

Both Homeprotect and ARAG are covered by the Financial Services Compensation Scheme (FSCS).

Compensation from the scheme may be claimed if Homeprotect or ARAG can't meet our obligations.

This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, <https://www.fscs.org.uk>

LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which your main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this *Policy*.

IMPORTANT INFORMATION

It is important that:

- You are clear that Home Emergency for Landlords cover is only provided if it is shown in the *Schedule* as being included
- You understand what Home Emergency for Landlords provides and does not provide
- You understand your own duties under the *Policy*

Your cover begins on the start date of the *Policy* and continues for a period of 12 months unless we notify you otherwise.

COOLING OFF PERIOD

You are entitled to cancel the *Policy* by contacting us within 14 days of either:

- The date you receive your *Policy* documentation; or
- The start of the *Period of Insurance*

whichever is the later.

CANCELLATION AND FEES

We can cancel the *Policy* by giving you written notice by recorded delivery at your last known address.

If any party to this insurance cancels the Homeprotect home insurance policy at any time during the *Period of Insurance*, we will automatically cancel the Full Home Emergency cover that appears on your latest *Schedule*.

HOMEPROTECT - PRIVACY

We may use your personal information to manage insurance policies, handle claims and to provide our services to you. We only use your personal information where it is necessary to do so, for example, to fulfil our contractual obligations, to comply with our legal obligations, or where it is necessary for our legitimate interest(s). Where we use your personal information, we will do so in accordance with applicable Data Protection Legislation.

We may share your personal information with third party service providers and agents. If we need to share your personal information outside the European Economic Area, we take steps to ensure that equivalent protections are in place.

To find out more information on how we use your personal information, please refer to the Homeprotect Privacy Policy <https://www.homeprotect.co.uk/security-privacy>.

Further information about how we use your personal information can be found on the Information Commissioner's Office register – our registration number is: Z7831579.

ARAG - PRIVACY

When you purchase and use an ARAG product we will process personal information about you and anyone else whose details are provided to us to provide you with a service or a claim.

We process your personal information in accordance with our Privacy Notice. You can find our Privacy Notice online at www.arag.co.uk/privacy. Alternatively you can make a request for a printed copy to be sent to you by contacting dataprotection@arag.co.uk

OUR INSURERS

ARAG Legal Expenses Insurance Company Limited is the underwriter and provides the Legal Expenses insurance and additional services under your *Policy*. ARAG head and registered office: ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales, Company Number 103274.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

USEFUL CONTACTS

Home Emergency for Landlords Claims



<https://www.homeprotect.co.uk/home-emergency-claims>



0808 175 3059



Open 24 hours per day

Homeprotect Customer Service



0330 660 1000



service@homeprotect.co.uk



Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday.

Homeprotect Claims (Buildings and Contents)



0330 660 0660



Open 24 hours per day

Financial Ombudsman Service



0300 1239 123



Complaint.info@financial-ombudsman.org.uk



Open 8am to 5pm Monday to Friday. Closed weekends.

Calls are recorded and monitored

We're Homeprotect. A brand or "trading name" of Avantia Insurance Limited (Company Reg. 4567760).

We're based at: CI Tower, St Georges Square, New Malden, KT3 4HG.

This policy booklet's name is ARAG-LANDLORD-HE-25