

Policy Booklet

Home Emergency Cover

Please read this policy carefully to familiarise yourself with its terms and conditions, as well as the claim reporting procedures.

If you are unsure about anything in this document please contact Police Mutual on 0151 242 7640.

Help when you need it:

To make a claim under this policy telephone

0333 000 7965

Providing we accept your claim, we will arrange for a contractor to quickly contact you with a view to solving your problem.

Your policy document

Thank you for choosing Home Emergency Cover, provided by ARAG plc.

Home Emergency Cover is arranged and administered by PMGI Ltd trading as Police Mutual, acting on behalf of ARAG plc.

This is your Home Emergency Cover policy document. It contains everything you need to know about the cover you have bought, including useful information around what to do in the event of a home emergency. Please read this document carefully and keep it safe.

What is Home Emergency Cover?

Home Emergency Cover is an assistance insurance policy that provides immediate assistance in the event of a domestic emergency. Home emergencies can be stressful and sometimes difficult to resolve, but with Home Emergency Cover you will have peace of mind knowing that we are with you every step of the way, by not only appointing a suitably qualified contractor to attend your home but also meeting the costs associated with this.

Cover is provided 24 hours a day, 365 days a year for:

- · Call-out charges
- · Labour
- · Parts and materials
- Alternative accommodation

The maximum payable per claim is shown in your policy schedule (maximum £500).

Emergencies covered are:

- · Breakdown of the main heating system
- · Plumbing and drainage problems
- · Damage to, or failure of your home's security including locks and windows
- · Breakage or failure of your sole toilet unit
- · Loss of domestic power supply
- · Lost or broken keys
- · Vermin infestation
- Inhabitable home
- · Roof damage
- Breakdown of the only permanently installed cooking system

Claims Procedure

We record and monitor calls for training purposes, to improve the quality of the service, to help deal with queries or complaints from you and to prevent and detect fraud and financial crime.

In the event of an unforeseen emergency in the home, please contact us on the number shown on the front of this policy as soon as possible providing us with your name, address, postcode, and the nature of the problem. Your call will be answered as soon as possible.

We will record your details and then decide on the best course of action to mitigate your loss &/or repair the damage. If the incident relates to an emergency covered under your 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. Please note that adverse weather conditions and remote locations may affect normal standards of service.

If your home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, we will check your details and agree for you to choose a suitable expert to help. You will have to pay the contractor and send your receipt to us, we will reimburse your claim. Please send your receipt to www.arag.co.uk/newclaims.

If you are claiming for alternative accommodation costs for Insured event 8 Inhabitable Home you should obtain our authority to incur any costs prior to us reimbursing you. It is important you notify us as soon as possible and do not appoint your own contractors as we will not pay the costs incurred and it could invalidate your cover.

If the problem is not covered by this policy then we can still provide assistance but at your own cost. This may also be an event covered by your main buildings &/or contents insurance and we will seek to advise you accordingly.

Please note that you should report any major emergency which could result in injury or serious damage to the home, to the Emergency Services or the company that supplies the service.

Who is ARAG?

ARAG plc is part of ARAG SE, a global leader in legal expenses and assistance insurance which generates annual premium income in excess of €2.0 billion.

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

Home Emergency Cover has been arranged for you by PMGI Limited trading as Police Mutual. Cover is administered by ARAG plc on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

What happens if I change my mind after taking out the policy?

The policy provides you with a 14-day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in Condition 6. of the policy wording.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is www.fscs.org.uk

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**

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.

Home Emergency Cover

This policy is evidence of the contract between You and the Insurer

Your policy cover

Following an Insured Event resulting from a **Home Emergency** the **Insurer** will pay **Costs & Expenses** up to the limit of indemnity shown in **Your** schedule for all claims related by time or original cause, subject to all the following requirements being met.

- 1) You have paid the insurance premium.
- 2) The Insured Event occurs within the Territorial Limit.
- 3) The claim is reported to Us
 - during the Period of Insurance
 - immediately after **You** first become aware of circumstances which could give rise to a claim under this policy.
- 4) You always agree to use the Contractor nominated by Us in any claim.

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

1 MAIN HEATING SYSTEM

The total failure or breakdown of the main heating system (including a **Central Heating Boiler**, all radiators, hot water pipes and water storage tanks) in the **Home**

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 **Home** or its contents

3 HOME SECURITY

Damage or the failure of external doors, windows or locks which compromises the security of the **Home**

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 ${\bf Home}$

5 DOMESTIC POWER SUPPLY

The failure of the Home's domestic electricity or gas supply

6 LOST AND BROKEN KEYS

The loss or theft of the only available keys, if $\bf You$ cannot replace them to gain access to the $\bf Home$

7 VERMIN INFESTATION

Vermin causing damage inside the Home or a health risk to You

8 INHABITABLE HOME

If **Your Home** remains unsafe, unsecure, or uncomfortable to stay in overnight following a **Home Emergency**, the **Insurer** will pay overnight accommodation costs including transport to such accommodation for **You** and any other person normally resident in the **Home** (other than a tenant or a fee-paying guest) or pets

9 ROOF DAMAGE

Damage to the roof of the **Home** or external downpipes, guttering or overflow pipes that have become damaged or blocked and that if not dealt with quickly that will result in further damage to the **Home**

10 PERMANENTLY INSTALLED COOKER SYSTEM

The total failure or breakdown of the only permanently installed cooking system in the Home

What is not Insured by this Policy

You are not covered for any claim arising from or relating to:-

- 1) Costs & Expenses 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) Costs & Expenses where there is no one at Home when the Contractor arrives
- 4) any matter occurring prior to, or existing at inception 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 subject to an annual service
- 7) LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
- 8) the cost of effecting permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of the **Home**
- 9) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- 10) damage sustained in gaining access to the Home
- 11) the failure to maintain any system or equipment or the replacement of parts that are subject to wear and tear over time
- 12) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
- 13) the property being left unoccupied for more than 60 days consecutively
- 14) goods or materials covered by a manufacturer's, supplier's and installer's warranty
- 15) the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- 16) a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
- 17) subsidence, landslip or heave
- 18) a let property that is not Your main residence
- 19) replacing or adjusting any decorative part of any equipment
- 20) 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**
 - 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.

Conditions which apply to the whole policy

Failure to keep to any of these conditions may lead the **Insurer** to cancel **Your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Costs & Expenses** from **You** should this occur

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** as soon as possible after first becoming aware of any cause, event or circumstances which could give rise to a claim under this policy
- 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 Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to You
- h) minimise any Costs & Expenses and try to prevent anything happening that may cause a claim
- allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation.

2. Our Consent

We must give You Our consent to incur any Costs & Expenses. The Insurer does not accept any liability for Costs & Expenses 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 **Home** 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. Arbitration

If there is a dispute between **You** and **Us** about the handling of a claim, **You** can make a complaint to **Us** as described on page 8 of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to review **Your** complaint.

5. Fraudulent Claims

If **You** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be forfeited including the premium.

6. Cancellation

- a) Your Home Emergency Cover cannot be cancelled independently from Your home insurance policy and the contract will run for as long as that policy stays in force. If You wish to cancel, please refer to the cancellation condition in Your Home Insurance Policy Booklet.
- b) Where there is a valid reason for doing so, the Insurer has the right to cancel the policy at any time by giving at least 21 days written notice to You. 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 cooperate with or provide information to Us or the contractor in a way that materially affects Our ability to process a claim, or Our ability to defend the Insurer's interests
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers
 - iii) where We reasonably suspect fraud.

7. Jurisdiction

This policy will be governed by English Law.

8. 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.

Central heating boiler

A boiler:

- a) located in the Home (or connecting garage), and
- b) which has been serviced within the 12 months prior to the date of **Your Home Emergency** claim.

Contractor

- a) The **Contractor** or tradesperson chosen by **Us** to respond to **Your Home Emergency**.
- b) Where Your Home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by You with Our agreement to respond to Your Home Emergency.

Costs & Expenses

- a) Contractor's reasonable and properly charged labour costs, parts and materials provided that where Your Home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, You must pay the Contractor and send the receipt to Us for the Insurer to reimburse You.
- b) Where necessary, alternative accommodation costs incurred under Insured Event 8.

Home Emergency

A sudden unexpected event occurring during the **Period of Insurance** which clearly requires immediate remedial action in order to:

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

Home

Your principal private dwelling used for domestic purposes only situated within the Territorial Limit.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Period of Insurance

The period as shown in the home insurance policy to which this policy attaches.

Territorial Limit

The United Kingdom, Channel Islands and the Isle of Man.

Vermin

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

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/Your

The person(s) named in the home insurance schedule to which this policy attaches.

What happens if I have a complaint?

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. The staff handling your claim should be able to resolve your issue. 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, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).
- customerrelations@arag.co.uk
- ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

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.

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