



Your Policy Booklet

What is and isn't included in your policy

Important: Please read and keep safe.

Section E - Optional Extra

Home Emergency Cover

This section only applies if shown on **your** schedule.

This section is administered by ARAG plc on **our** behalf. ARAG plc is authorised and regulated by the Financial Conduct Authority under reference 452369 and this can be checked by visiting the FCA website at www.fca.org.uk/register

Claims Procedure

If **you** have an unforeseen emergency in the **home** please contact **us** on **0333 000 7970** quoting 504952 stating **you** are insured with Benenden Home Insurance. as soon as possible providing **us** with **your** name, address, postcode, and the nature of the problem.

We will record **your** details and then decide on the best course of action to limit **your** loss &/or repair the damage. If the incident relates to an emergency covered under this section **we** will instruct a member of **our** Emergency Contractor Network. Please note that adverse weather conditions and remote locations may affect normal standards of service.

If **you** are claiming for alternative accommodation **you** must obtain **our** authority to incur any costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.

It is important **you** notify **us** as soon as possible and do not call out **your** own contractors as **we** will not pay their costs and it could stop **your** claim being covered.

If the problem is not covered by this section then **we** can still provide assistance but at **your** own cost. This may also be an event covered by another section of this **policy** 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 supplied the service.

How to make a complaint under Section E

If a complaint arises, please contact **our** service centre on **0333 000 7970**. **Our** service centre will do their best to help **you**. If, in the course of discussions with them it becomes clear that the matter has not been resolved to **your** satisfaction, they will pass **your** complaint to **our** Customer Relations Department.

You will not have to contact **us** directly but **we** will contact **you** to let **you** know that **we** are reviewing **your** complaint, and will provide **you** at that point, with a copy of **our** complaints procedure (which is also available upon request). **We** will then let **you** know the outcome of **your** complaint.

Alternatively, if **you** wish to write to **our** Customer Relations department, the address is:

Customer Relations Department
ARAG plc
9 Whiteladies Road
Clifton,
Bristol BS8 1NN
or email
customerrelations@arag.co.uk

If the matter is not concluded to **your** satisfaction, **you** may refer it to the Financial Ombudsman Service. Further details about the Financial Ombudsman Service are shown on page 7 of this **policy**.

Section E - Optional Extra

Definitions specific to Section E

Central Heating Boiler

A boiler:

- a) located in **your home** (or connecting garage), and
- b) which has been serviced within the twelve months prior to the date of **your home emergency**.

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 or anaerobic digester system, a suitably qualified expert chosen by **you** with **our** agreement to respond to your **home emergency**.

Emergency costs

- a) The **contractor's** call out charge
- b) **Contractor's** necessary labour up to 2 hours
- c) Parts and materials up to £100 where necessary
- d) Alternative accommodation costs incurred under Insured Event 8
- e) where **your home** is powered by a biomass boiler or anaerobic digester system, **you** must pay the **contractor** and send the receipt to **us** for the **insurer** to reimburse **you**.

The most **we** will pay is £1,000 for all claims related by time or original cause.

Home

Your principal private dwelling used for domestic purposes only and situated within the **United Kingdom**.

Home Emergency

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

- prevent damage or avoid further damage to the **home**, and/or
- render the **home** safe or secure, and/or
- restore the main services to the **home**, and/or
- alleviate any health risk to **you**.

Vermin

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

We/Us/Our

UIA (Insurance) Limited as the insurer, and for the purpose of administering claims under this section, shall extend to ARAG plc registered in England number 02585818. Registered office: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

You/Your

You and anyone living in the **home**.

Your policy cover

Following an Insured Event which results in a **home emergency we** will pay **your emergency costs** 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 became aware of a **home emergency**
- 3) **you** always agree to use the **contractor** chosen by **us**.

Section E - Optional Extra

Definitions specific to Section E (continued)

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 **your 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 **your home**, which results in a **home emergency**.

3. Home security

Damage (whether or not accidental) to or the failure of external doors, windows or locks which compromises the security of **your home**.

4. Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the **home**.

5. Domestic power supply

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

6. Lost keys

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


7. Vermin infestation

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

8. Alternative accommodation costs

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

WHAT IS NOT INSURED BY THIS SECTION

 **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 if **you** take out this section at a different date from other sections under this **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 cover under this section, and which **you** believed or ought reasonably to have believed could give rise to a claim under this section
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. a) LPG fuelled, oil fired, warm air and solar heating systems; or
b) boilers with an output over 60Kw/hr

Section E - Optional Extra

Definitions specific to Section E (continued)

- ⊗ 8. the cost of making permanent repairs including any redecoration or making good the fabric of the **home**
- 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 **your home**
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 gradually wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
11. garages (except a **central heating boiler** located in a connecting garage), outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
12. the **home** being left **unoccupied** for more than 30 days consecutively
13. goods or materials covered by a manufacturer, suppliers or installers warranty
14. 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
- ⊗ 15. any costs beyond **our** 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 section of the **policy** did not exist
16. subsidence, landslip or heave
17. a property that is not **your** main residence or that **you** rent or let
18. blockage of supply or waste pipes to the **home** due to freezing weather conditions
19. 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 **we** allege that by reason of this exclusion any liability or loss is not covered by this section, the burden of proving the contrary shall be upon **you**.

Section E - Optional Extra

Conditions that apply to Section E

Failure to keep to any of these conditions may lead **us** to cancel this section, or refuse a claim.

1. Your Responsibilities

You must:

- observe and keep to the terms of this section
- not do anything that hinders **us** or the **contractor**
- tell **us** immediately after first becoming aware of any **home emergency**
- tell **us** immediately of anything that may materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover **emergency costs** that **we** pay and pay **us** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow **us** at any time to take over and conduct in **your** name any claim, proceedings or investigation
- be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

2. Our Consent

We must give **you our** consent to incur any **emergency costs**. **We** do not accept any 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 section without **our** agreement.

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. Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described at the start of this section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service (see page 7) to review **your** complaint.

5. Fraudulent Claims

If **you** make any claim which is fraudulent or false, this section shall become void and all benefit under this section will be forfeited including the premium.

Section E - Optional Extra

Conditions that apply to Section E

6. Cancellation

Policyholders who have purchased this optional extension of cover, can cancel this section of the **policy**:

- a) within 14 days of the date of issue with a full refund of the insurance premium paid providing **you** have not made a claim which has been accepted.
- b) or at any other time by giving **us** at least 21 days' written notice. **We** will refund the premium for the unexpired period: unless **you** have notified a claim which has been or is subsequently accepted under this section in which case no return of premium shall be allowed.
- c) where there is a valid reason for doing so **we** may cancel the **policy** at any time by giving at least 21 days' written notice to **you**. **We** will refund part of the premium for the unexpired period. **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 section 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 to defend **our** interests
- ii) where the party claiming under this section 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 section will be governed by English Law.

8. Data Protection Act

You agree that any information provided to **us** regarding **you** will be processed in accordance with the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may mean passing information to other parties.

9. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this section of the contract has no right to enforce the terms and conditions of this section under the Contracts (Rights of Third Parties) Act 1999.

Any questions just give us a call



Buy online at

www.benenden.co.uk



0800 414 8556

(Lines open 8.30am-8pm Mon-Fri)

Benenden Home Insurance
Kings Court, London Road,
Stevenage, Herts SG1 2TP.
www.benenden.co.uk

Benenden Home Insurance is distributed by Benenden Wellbeing Limited, an insurance intermediary, which is authorised and regulated by the Financial Conduct Authority, FRN 593286. Registered Office: Holgate Park Drive, YO26 4GG registered in England and Wales (Company No. 8271017). Benenden Home Insurance policies are arranged, administered and underwritten by UIA (Insurance) Ltd, a member of the Association of British Insurers and a registered society under the Co-operative and Community Benefit Societies Act 2014 (Registration Number 2898R). UIA (Insurance) Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 110863). Principal and Registered Office Address in England at Kings Court, London Road, Stevenage, Hertfordshire, SG1 2TP.