

# UINSURE Home Emergency Insurance

## [excluding heating cover]

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Thank you for taking out a policy with Aria Insurance Services Limited and choosing Us for Your Home Emergency Insurance

As long as you have paid the premium, Aria Insurance Services Limited will provide the services and benefits described in this Policy:

- during the Period of Insurance
- within the Geographical Limits

We will provide the services and benefits on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this Policy meets Your individual requirements.

This policy is underwritten by Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. This policy is administered by Direct Group Limited, Direct House, 4 Sidings Court, Doncaster DN4 5NU on behalf of the insurer.

This insurance is effected in England and is subject to the Laws of England and Wales.

Aria Insurance Services Limited, Direct Group Limited and Great Lakes Reinsurance (UK) PLC are all authorised and regulated by the Financial Conduct Authority.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

### **THE AIMS OF THIS INSURANCE**

This insurance is a Home Emergency Policy and not a Household Buildings or /Contents Policy. It should complement Your household insurance policies, and provide benefits and services which are not normally available under these policies. You should have taken out, and keep in force, a Buildings Insurance Policy covering Your Home.

This Insurance is not a maintenance contract nor does it cover normal day-to-day Home maintenance which You should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers. The Home must be in a good state of repair for cover to be valid.

What We undertake to do is provide rapid, expert help if You suffer a Home Emergency arising from an incident covered under the policy. We will arrange for one of Our Repairers on Our nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the emergency.

**Cooling Off Period:** If, when reading Your policy, You decide that it does not meet Your requirements, please return the policy and Certificate within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and We will recover from You any payments We have made.

### **MEANING OF WORDS**

Wherever the following words and phrases appear in this Policy they will always have these meanings:

**ADMINISTRATOR:** Direct Group Limited, Direct House, White Rose Way, Doncaster, DN4 5NU who administer this insurance on Our behalf

**EMERGENCY REPAIRS:** Work undertaken by a Repairer to resolve the Home Emergency by completing a temporary repair, which will resolve the emergency but will need to be replaced by a permanent repair to put right the damage caused to the property by the emergency. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair.

**GEOGRAPHICAL LIMITS:** The mainland of Great Britain plus the Isle of Wight and Northern Ireland.

**HOME:** Your principle Residence used for domestic purposes including any part of the Residence used for business purposes (providing no more than half of the rooms in total are used for this purpose).

**HOME EMERGENCY:** A sudden unexpected event occurring during the Period of Insurance involving Your Home, which in Our opinion, exposes the Insured Persons or a third party to a risk to their health, or necessitates immediate remedial action to render the Home safe or secure, and avoid damage or further damage, or restoration of the Main Services.

**INSURED PERSON(S) or YOU/YOUR:** The person named on the Policy Schedule, together with the members of Your household normally residing with You. In Your absence on a trip away from Home, the person duly authorised by You as the keyholder responsible for the Home.

**MAIN SERVICES:** Mains drainage to the boundaries of the Home, water, electricity and gas within the Home and the immersion heater as the main source of hot water where no alternative exists.

**MONTHLY PREMIUM:** The premium shown on your Policy Schedule that you pay by monthly Direct Debits to have this insurance.

**PERIOD OF INSURANCE:** The period commencing from the start date shown on the Policy Schedule which shall be at least 48 hours following the date the Policyholder first applied and the application was accepted for cover, for a period of no less than one calendar

month for which the Administrator has received your monthly premium as shown in the Policy Schedule.

**POLICY SCHEDULE:** The schedule accompanying and forming part of this policy which sets out details of the cover selected by You.

**REPAIRER:** A tradesman approved and authorised by Us in advance to carry out repairs

**RESIDENCE:** The house, bungalow or self contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in Your schedule, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, concrete or other non-combustible materials

This excludes bed-sits or properties with multiple occupation/ residential or nursing homes

**UNOCCUPIED:** Not been lived in by You or Your Family, or any other person with Your permission

**WE, OUR or US:** Aria Assistance, a trading style of Aria Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

### **WHAT IS COVERED**

If a Home Emergency occurs, We will arrange for a Repairer to assess the situation and carry out Emergency Repairs in the event of:

1. **Burst pipes or sudden leakage** likely to cause damage to the Home or its contents.
2. **Accidental Damage, Break-in or Vandalism** to external locks, doors or windows which compromises the security of the Home. In the case of Break-in or Vandalism, you must report the incident to the Police and obtain a crime number for further reference.
3. **Pest Infestation** meaning the removal of wasp nests, field and house mice and brown rats within the insured property.
4. **Failure of Your domestic cold water mains supply, gas supply, electricity** (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of Your domestic hot water heating that is likely to cause internal water damage.
5. **A leakage caused by a smashed toilet bowl or cistern.** Breakage of the cistern internal mechanism which prevents flushing and creates an emergency as there is no other toilet in the Home.
6. **Lost Key** where the only available key to the Home has been lost, in order to gain normal access to the Home.
7. **In the event of Your Home becoming uninhabitable** as a consequence of a Home Emergency and remaining so overnight, We will, subject to Our prior agreement, pay up to £250 (including VAT) in total for alternative accommodation for You.

For each claim, We will pay under this Policy a maximum of £300 (inclusive of VAT), for Emergency Repairs (or a permanent repair if it is a similar cost) to stabilise the situation and remove the Home Emergency or to restore the normal operation of services, comprising call-out, labour, parts and / or materials.

Within any one Period of Insurance, the maximum We will pay under this Policy will be £1,500 (including VAT).

### **REQUESTING ASSISTANCE**

First check the circumstances are covered.

Having done this telephone Aria Assistance immediately stating Your Policy Number, on:

**0844 338 5529**

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES.

*SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID UK ON 0800 111 999.*

### **WHAT IS NOT COVERED**

#### **1. Normal day-to-day Home maintenance**

which You should carry out or pay for, such as the items listed below, which tend to gradually wear out over a period of time, or need periodic attention. We would not consider the following as constituting a covered Home emergency:

- 1.1 dripping taps.
- 1.2 burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
- 1.3 slow seepage from joints or gaskets which does not involve a sudden escape of water.
- 1.4 the results of hard water scaling deposits.
- 1.5 leaking overflows.
- 1.6 blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.
- 1.7 blocked or misaligned guttering.
- 1.8 damage to boundary walls, hedges, fences and gates.
- 1.9 malfunctioning or blockage of septic tanks.

Please note that the above list (which is not exhaustive) shows specific examples of normal maintenance to indicate the type of problem not covered.

#### **2. The following incidents or circumstances are excluded:**

- 2.1 failure of any part of a central heating system or a warm air unit. However, this exclusion shall not apply to burst pipes or sudden leakage likely to cause damage to the Home or its contents.
- 2.2 air locks or water hammer in central heating piping or radiators.
- 2.3 breakage of internal glass or of any basin, bath, bidet or shower base.
- 2.4 failure of any services where the problem is situated outside the boundary of the plot of land on which Your Home is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.
- 2.5 the cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any

- redcoration or making good the fabric of the Home.
- 2.6 damage incurred in gaining necessary access.
- 2.7 any water pressure adjustments or failure caused through scale or sludge.
- 2.8 breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Please also refer to the General Exclusions.

## **GENERAL CONDITIONS**

1. You are expected to provide complete and accurate information when You take out Your insurance policy, throughout the lifetime of the policy and when You renew Your insurance. If You are unsure about disclosing any information please contact Us for guidance. Failure to disclose any information or inaccuracies in the information given could invalidate Your insurance cover and mean that part or all of Your claim may not be paid.
2. You should carry out or arrange for normal continuous maintenance of Your Home and on the systems servicing the Home and You must take all reasonable steps to avoid or minimise any claim.
3. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
4. Your full compliance with the terms and conditions of this Policy is necessary before a claim will be paid.
5. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this Policy all benefit and any premium paid shall be forfeited.
6. We will be entitled, if We so desire, to prosecute, in Your name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by Us under this Policy. We shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to Us.
7. You must notify Us immediately a claim occurs, if for any reason We authorise You to use a contractor appointed by yourself You should obtain an estimate for the work and contact Us for authorisation to continue. You must then at Your own expense supply Us with a written statement and other supporting documentation that We may require to substantiate Your claim within 28 days.
8. If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the Complaints Procedure. Using this Service will not affect Your legal rights.
9. You and We are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply
10. It is a condition precedent to Our providing the services detailed in this Policy, that You undertake to promptly pay the Repairer or Aria Assistance for all work authorised by You which is not covered under this Policy.
11. If You intend to leave Your Home Unoccupied when cold weather is normally expected, You must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

## **GENERAL EXCLUSIONS**

1. Any loss or damage arising from circumstances that You were aware of at the time You entered into this contract
2. Any costs incurred when You have not notified Us and obtained Our prior authorisation.
3. Damage to Home contents or damage incurred in gaining necessary access or the cost of effecting permanent repairs once the Home Emergency has been resolved, including any redecoration or making good the fabric of the Home
4. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
5. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this Policy).
6. Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by Our Repairer to ensure that the original fault has received a permanent repair.
7. Any defect, damage or failure caused by a malicious or willful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
8. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
10. Loss or destruction of or damage or any loss or expense whatsoever resulting from:
  - a) ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances..
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
12. Any legal liability, direct or indirect loss arising from the provision of, or any delay in providing the services to which this policy relates, unless negligence on Our part can be demonstrated. An example of this would be lost wages in the event of a Repairer

- being unable to honour a pre-booked appointment in the event of Home Emergency.
13. Costs associated with another property or communal/shared areas if Your Home is in a multiple-occupancy or multiple-usage block or building.
  14. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
  15. Any claim when the Home has been left Unoccupied for 30 consecutive days or more.
  16. any loss, injury, damage or legal liability arising directly or indirectly from:
    - a) the failure of any computer or electrical component to recognise correctly any date and its true calendar date
    - b) computer viruses
  17. Costs incurred where no fault is found.

## **COMPLAINTS PROCEDURE**

If you have any concerns regarding the sale of your policy please contact The Compliance Officer, Uinsure Ltd, Barnett House, 53 Fountain Street, Manchester, M2 2AN or phone 0844 844 3844.

**Our Promise of Service:** We aim to provide a first class service at all times. However, If You have a complaint You should contact Us in the first instance at:

Quality Department, Aria Assistance, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively telephone Us on 0844 338 5799 or email Us at [quality@aria-assistance.co.uk](mailto:quality@aria-assistance.co.uk)

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123.

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case.

Your legal rights are not affected.

## **CANCELLATION PROVISIONS**

**Right to return the insurance document** You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. In order to cancel, please contact Direct Group Limited, who will then refund to You any premium You have paid. We will recover from You any payments We have made.

**Cancellation by the Insured Person** If You subsequently give notice in writing or by telephone to Direct Group Limited to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

**Cancellation by Us:** We may give 14 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

**Premium position upon cancellation by Us:** If premium has been paid for any period beyond the date of cancellation by Us, We will refund the relevant pro-rata portion of the premium to You or Your estate. If however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

**Effective time of cancellation:** This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

## **DATA PROTECTION**

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Aria Insurance Services Limited should be directed to the Customer Contact Centre Manager, Aria Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

## **FINANCIAL SERVICES COMPENSATION SCHEME**

Aria Insurance Services Limited and Great Lakes Reinsurance (UK) PLC are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website