



# Group Home Emergency Insurance

This policy is designed to offer 24-hour help if a **member** has a **home emergency**. It complements but does not replace their household or property owner's buildings or contents insurance policy. If the situation is not an **emergency** (as defined in this policy wording), the **member** should contact their household or property owner's insurance provider for help.

The **member** must keep the **home**, its fixtures and fittings and equipment in good working order and take all necessary precautions to prevent loss, damage or unnecessary costs. If the **member** does not keep the **home** maintained, **we** may not pay their claim.

## WHAT YOU NEED TO KNOW ABOUT YOUR HOME EMERGENCY POLICY

This is NOT a maintenance policy.

Arc Legal Assistance Limited manages this policy on behalf of the **insurer**.

The **master policyholder's** contract for this home emergency insurance policy is with the **insurer**.

**We** agree to provide cover in line with the terms, conditions and exclusions set out in this policy. **We** will pay costs, for **temporary repairs** up to the **claim limit** of £1,000, for any one claim during each **period of cover**, if:

- a) the **emergency** starts during the **period of cover** and within the **territorial limits**, and
- b) **you** have paid or agree to pay the premium for the **period of cover**, and
- c) the **member** contacts the Claims Helpline within 48 hours of discovery of the **emergency**.

If a **temporary repair** is not possible, **we** will approve a permanent repair if this can be done at a similar cost, up to the **claim limit**.

If it is not possible to carry out a repair and the **member** is in excessive discomfort because of a lack of heating, **we** can reimburse the **member** up to £50 towards the cost of alternative heating.

If **we** cannot make a repair, and the **member** cannot stay in their **home** due to the **emergency**, **we** can arrange for overnight accommodation up to £250.

If the boiler is not economical to repair, **we** will provide up to a £500 contribution towards the cost of a new boiler.

Please take time to read this policy and make sure that the cover meets **your** needs.

If there is anything that is not clear, please contact the company that arranged this policy for **you**.

## HOW TO MAKE A HOME EMERGENCY CLAIM

Major emergencies which could result in loss of life or serious damage to the **home** should always be notified to the supply company or public emergency services immediately.

**Gas leaks must be notified to the National Gas Emergency Service immediately on 0800 111 999.**

<b>Claims Portal</b>	<a href="https://homeemergency.co.uk/arclegal/">https://homeemergency.co.uk/arclegal/</a>
<b>Claims Helpline – 24 hours a day, 7 days a week</b>	<b>Call 01576 227088</b>
<p>If the <b>member</b> becomes aware of anything which might lead to a claim under this policy, they can report a claim using the Claims Portal <a href="https://homeemergency.co.uk/arclegal/">https://homeemergency.co.uk/arclegal/</a> or by calling the Claims Helpline on: 01576 227088 quoting “Merseyside Policy Federation”.</p> <p><b>We</b> will ask some questions to check the <b>member’s</b> identity and the details of the incident. The Claims Helpline service will talk through the cover and explain what happens next.</p> <p>If <b>we</b> accept the claim, the Claims Helpline service will send a <b>contractor</b> to try to sort out the <b>emergency</b>.</p> <p>Telephone conversations may be recorded as a record of what has been said.</p>	

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## DEFINITIONS - (Home Emergency)

Where the following words or expressions appear in bold in this policy, they have these special meanings.

<b>Claim limit</b>	The most <b>we</b> will pay for each <b>emergency</b> . This includes VAT, call-out charges, labour, parts and materials.
<b>Contractor</b>	A qualified tradesperson, company or organisation that the Claims Helpline service authorises and instructs to make a <b>temporary repair</b> .
<b>Emergency</b>	A sudden, unexpected and unforeseen incident in the <b>home</b> , which if not dealt with quickly, would in the reasonable opinion of the Claims Helpline service; <ul style="list-style-type: none"> <li>• make the <b>home</b> unfit to be lived in.</li> <li>• put the <b>member's</b> or anyone else's health at risk.</li> <li>• create a risk of loss or damage to the <b>home</b>.</li> </ul>
<b>Heating System</b>	A single domestic boiler and the fixed central heating system and hot water systems powered by electricity, natural gas, LPG or oil. This does not include: <ul style="list-style-type: none"> <li>• Elson tanks, separate gas/oil heaters supplying hot water</li> <li>• any form of dual-purpose boilers such as AGAs or Rayburns, (This exclusion does not apply to a gas fire forming part of a back boiler).</li> <li>• any solid fuel system</li> <li>• any renewable energy systems</li> <li>• underfloor heating.</li> </ul>
<b>Home</b>	A private dwelling designed and used for residential or domestic purposes, within the <b>territorial limits</b> , that the <b>member</b> lives in. It does NOT include any; garages, gardens, outbuildings, bedsits, bed and breakfast or other commercial or business premises.
<b>Insurer</b>	AmTrust Specialty Limited.
<b>Master policy</b>	This document and its attaching schedule issued by <b>us</b> to the <b>master policyholder</b> .
<b>Member</b>	The member(s) of the <b>master policyholder</b> declared to <b>us</b> , their partners and relatives permanently living with them in at their main home within the <b>territorial limits</b> (the <b>insurer</b> will cover their children temporarily away from home for the purposes of higher education).
<b>Period of cover</b>	The period for which <b>we</b> have agreed to cover the <b>member</b> as shown in the schedule which attaches to and forms part of this <b>master policy</b>
<b>Policyholder</b>	The <b>master policyholder</b> who: <ul style="list-style-type: none"> <li>• has taken out this policy, and</li> <li>• paid the premium</li> </ul>

<b>Temporary repair</b>	<p>Work carried out by a <b>contractor</b> to complete a repair or provide a solution which will resolve the <b>emergency</b> for at least 72 hours.</p> <p><b>Members</b> may need to arrange further work or repairs at their own cost to permanently fix the issue.</p>
<b>Territorial Limits</b>	<p>The United Kingdom, the Channel Islands and the Isle of Man.</p>
<b>We / Our / Us</b>	<p>Arc Legal Assistance Limited on behalf of the <b>insurer</b>.</p>
<b>You / Your / Master policyholder</b>	<p>Malvern House Group Insurance Trust</p>

## Heating System

What is Covered	What Is NOT Covered
<p><b>Part A</b></p> <p><b>Temporary repairs</b> after the complete breakdown of the <b>heating system</b> which results in the complete loss of heating or hot water.</p> <p><u>Condition</u></p> <p>For tenanted and let properties, a copy of an up-to-date Gas Safety Certificate must be available prior to attendance, or once a <b>contractor</b> arrives on site.</p> <p>Failure to produce a valid certificate issued in the past 12 months will result in the claim being withdrawn and the <b>member</b> will be responsible for any costs incurred.</p>	<ol style="list-style-type: none"><li>1. Boilers that are over 238,000 btu (British thermal units) net output (70 kilowatts).</li><li>2. Lighting of boilers, the correct operation and routine adjustment of time and temperature controls, and the replacement of batteries.</li><li>3. Any form of renewable energy system.</li><li>4. Power flushing or descaling.</li><li>5. The replacement of water tanks, cylinders and central heating radiators.</li><li>6. If there is another hot water source available for bathing, for example; an immersion heater or electric shower.</li><li>7. Intermittent faults where this cannot be identified at the time of the <b>contractor's</b> attendance.</li><li>8. Any boiler that has not been serviced in the 12 months before it breaks down.</li><li>9. If a boiler can be operated manually to resolve the loss of hot water or heating.</li></ol>
<p><b>Part B</b></p> <p><b>Alternative heating</b></p> <p>If the <b>contractor</b> is not able to make a <b>temporary repair</b>, under Part A, and this leaves the <b>member</b> in excessive discomfort because of a lack of heating, <b>we</b> will reimburse the <b>member</b> up to £50 (including VAT), towards the cost of alternative heating, for example a plug-in heater.</p> <p>The claim limit does not apply to this payment.</p> <p><u>Condition</u></p> <ol style="list-style-type: none"><li>a) This alternative heating benefit does not apply if, for the same <b>emergency</b>, the <b>member</b> claims for the 'Overnight Accommodation' benefit.</li><li>b) <b>We</b> will only reimburse the <b>member</b> if they show <b>us</b> the original receipt for the alternative heating.</li></ol>	

What is Covered	What Is NOT Covered
<p><b>Part C</b></p> <p><b>Boiler replacement contribution</b></p> <p>If the <b>contractor</b>:</p> <ul style="list-style-type: none"> <li>is not able to make a <b>temporary repair</b>, under Part A, and</li> <li>considers the boiler is not economical to repair,</li> </ul> <p><b>we</b> will reimburse the <b>member</b> up to £500 (including VAT), towards the cost of a new boiler.</p> <p>The <b>claim limit</b> does not apply to this payment.</p> <p><u>Condition</u></p> <p>The <b>member</b> must claim for this within 60 days of the date that the <b>contractor</b> attended the <b>emergency</b>.</p>	<p>Claims that arise within the first 30 days from the start of this policy.</p> <p>This exclusion will not apply if:</p> <ul style="list-style-type: none"> <li>the <b>member</b> held comparable cover before the start date of this policy, and</li> <li>there has been no break in cover since then.</li> </ul>

## Plumbing & Drainage

What is Covered	What Is NOT Covered
<p><b>Temporary repairs</b> to the plumbing and drainage systems to:</p> <ul style="list-style-type: none"> <li>prevent likely internal flooding or water damage</li> <li>clear blockages in the <b>home</b> including toilets</li> <li>clear blockages to external drains: <ul style="list-style-type: none"> <li>a) that are the <b>member's</b> sole responsibility, and</li> <li>b) if they can be fixed by jetting or rodding.</li> </ul> </li> </ul>	<ol style="list-style-type: none"> <li>The replacement of; water tanks, cylinders, central heating radiators, toilets, taps, and external pipes.</li> <li>Cracked sanitaryware, for example, cisterns, toilet bowls, sinks and baths.</li> <li>Blockages caused by misuse of toilets or drains - for example: disposal of baby wipes or sanitary items or pouring oil or grease down the drain.</li> <li>Internal workings of a toilet flush system.</li> <li>Saniflo systems or other macerator-based systems.</li> <li>Any work arising from hard water deposits, for example, descaling.</li> <li>Leaks from a shower, bath or sink when in use and there is another way of bathing or washing in the <b>home</b>.</li> <li>Leaks that can be contained, providing the <b>member</b> with enough time to arrange a repair privately.</li> </ol>

## Internal Electricity

What is Covered	What Is NOT Covered
<p><b>Temporary repairs</b> if a complete circuit of the <b>home's</b> electrical system fails and it cannot be resolved by resetting the fusebox.</p> <p>Please note, during claims assessment, the Claims Helpline may ask the <b>member</b> to unplug all appliances and reset the circuit.</p> <p>This is to rule out any issue with an appliance.</p>	<ol style="list-style-type: none"> <li>1. The interruption or disconnection of the mains electricity supply system to the <b>home</b>.</li> <li>2. Any equipment or services for which the electricity network operator or supplier are responsible.</li> <li>3. External lighting, for example, security</li> <li>4. The replacement or adjustment of any light bulbs.</li> <li>5. Electricity supply to burglar or fire alarm systems and CCTV equipment.</li> <li>6. Renewable energy systems.</li> <li>7. If an appliance has caused a circuit to fail or trip.</li> </ol>

## Gas Supply

What is Covered	What Is NOT Covered
<p>If the National Gas Emergency Service isolates the <b>member's</b> gas supply, a certified Gas Safe <b>contractor</b> will:</p> <ul style="list-style-type: none"> <li>• carry out a <b>temporary repair</b> to the internal gas supply pipe (between the meter for the <b>home</b> and a gas appliance) and</li> <li>• turn the gas supply back on.</li> </ul>	<ol style="list-style-type: none"> <li>1. The interruption or disconnection of the mains gas supply system to the <b>home</b>.</li> <li>2. Any equipment or services for which the gas network operator or supplier is responsible.</li> <li>3. Repair work to or the cost of replacing lead pipework.</li> </ol>

## Water Supply

What is Covered	What Is NOT Covered
<p><b>Temporary repairs</b> if there is a complete loss of the water supply to:</p> <ul style="list-style-type: none"> <li>• the kitchen, or</li> <li>• the bathroom and no other water supply is available for bathing.</li> </ul>	<ol style="list-style-type: none"> <li>1. The interruption or disconnection of the mains water supply system to the <b>home</b>.</li> <li>2. Any equipment or services for which the water supply company is responsible.</li> <li>3. Any work arising from hard water deposits for example, descaling.</li> </ol>

## Security

What is Covered	What Is NOT Covered
<p><b>Temporary repairs</b> to make the main living area of the <b>home</b> secure from intruders after damage to, or failure of an external:</p> <ul style="list-style-type: none"><li>• door, or</li><li>• lock or</li><li>• window.</li></ul>	<ol style="list-style-type: none"><li>1. Any damage caused by the <b>contractor</b> in making the <b>home</b> secure.</li><li>2. Porch doors if there is another lockable door which prevents access to the main living areas of the <b>home</b>.</li></ol>

## Lost Keys

What is Covered	What Is NOT Covered
<p><b>Temporary repairs</b> to enter the <b>home</b> and then secure it if:</p> <ul style="list-style-type: none"><li>• the only available key is lost, and</li><li>• cannot be replaced, and</li><li>• there is no other normal way to get in.</li></ul>	<ol style="list-style-type: none"><li>1. Any damage caused by the <b>contractor</b> in gaining access to the <b>home</b>.</li></ol>

## Pests

What is Covered	What Is NOT Covered
<p>Up to 3 visits from a <b>contractor</b> to remove or control an infestation of:</p> <ol style="list-style-type: none"><li>a) wasps' nests</li><li>b) hornets' nests</li><li>c) mice</li><li>d) rats, or</li><li>e) cockroaches.</li></ol> <p>from inside;</p> <ul style="list-style-type: none"><li>• the <b>home</b>, and</li><li>• garages and outbuildings that are attached to or accessed through the <b>home</b>.</li></ul> <p><u>Condition</u></p> <p>There must be clear evidence of the infestation.</p> <p>Please note: Bees are NOT pests and so cannot be treated in the same way as hornets or wasps. If there is a swarm, or nest of bees in the structure of the <b>home</b>, contact the British Beekeepers Association for guidance: <a href="http://www.bbka.org.uk">www.bbka.org.uk</a>.</p>	<ol style="list-style-type: none"><li>1. Repeat claims if the <b>member</b> has not followed previous guidance from <b>us</b> or the <b>contractor</b> to prevent continued or further infestation.</li><li>2. Pest infestations if the <b>member</b> has not taken reasonable hygiene measures to prevent the infestation.</li><li>3. Detached garages and outbuildings.</li><li>4. The removal of bees and bee hives.</li></ol>

## Roofing

What is Covered	What Is NOT Covered
<p><b>Temporary repairs</b> if water is entering the <b>home</b> through the roof during bad weather.</p> <p><b>We</b> will ask a <b>contractor</b> to attend when it is safe for them to do so.</p> <p>The <b>member</b> should ask their household or property owner's insurer about a permanent repair.</p>	<ol style="list-style-type: none"><li>1. Any damage to the roof if it has not been satisfactorily maintained.</li><li>2. Any access costs, for example, scaffolding and articulated lifts.</li><li>3. Any damage to glass, polycarbonate, plastic or thatched roofs.</li></ol>

## Overnight Accommodation

What is Covered	What Is NOT Covered
<p>A contribution towards overnight accommodation (up to £250) in total, only if:</p> <ul style="list-style-type: none"><li>• the <b>contractor</b> is not able to make a <b>temporary repair</b>, and</li><li>• in the opinion of the Claims Helpline service, the <b>member</b> cannot stay in the <b>home</b> due to the <b>emergency</b>.</li></ul> <p><u>Condition</u></p> <p>This benefit does not apply if, for the same <b>emergency</b>, the <b>member</b> claims for the 'Alternative Heating' benefit.</p>	<p>The cost of anything except the accommodation itself, for example:</p> <ul style="list-style-type: none"><li>• food and drink</li><li>• travel</li><li>• parking</li><li>• entertainment.</li></ul>

## GENERAL EXCLUSIONS - (Home Emergency)

**We** will not pay for costs arising from or in connection with:

1. circumstances known to the **member** before this insurance already existed.
2. any **emergency** not reported to the Claims Helpline service within 48 hours of the **member** discovering it.
3. any work not arranged through the Claims Helpline service.
4. claims arising within the first 48 hours from the date this policy started.  
(This exclusion does not apply if:
  - the **member** held comparable cover before the start date of this policy, and
  - there has been no break in cover since then).
5. any system or equipment which is faulty, inadequate or fails due to:
  - a) misuse, tampering, or unauthorised modification.
  - b) not being properly installed or maintained in accordance with the manufacturer's instructions – for example, a boiler.
  - c) any inherent or recurring manufacture or design defect.
  - d) not conforming to any governing regulations or requirements – for example Gas Safe regulations.
6. domestic appliances, for example: ovens, fridges and freezers, washing machines, dishwashers.  
(This exclusion does not apply to cover under the **heating system** section).
7. damage caused in tracing and gaining access to carry out repairs, for example, any redecoration or making good the fabric of the **home**.
8. any recurring or repeat **emergency** if a **contractor** has told the **member** that remedial or maintenance work is needed to prevent a future breakdown, and that work has not been done.
9. cesspits, septic tanks, fuel tanks, and leisure equipment –for example: swimming pools, hot tubs
10. any act or omission that the **member** does on purpose, neglect, general wear and tear, or lack of maintenance.
11. materials or labour charges covered by a guarantee or warranty.

### Cyber attack

**We** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program malicious code, computer virus or process or any other electronic system.

This exclusion will not apply to any section of cover, which allows for the cost of **temporary repairs** resulting from a cyber-attack.

### Sanctions

The **insurer** will not provide cover or be liable to pay any claim or provide any benefit under this insurance if doing so would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **War, terrorism and nuclear risks**

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

- a) 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 by law in the United Kingdom.
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.

## CLAIMS TERMS, CONDITIONS AND PROCESS - (Home Emergency)

Major emergencies can result in loss of life or serious damage to the **home**. In these cases, the **member** should contact the supply company or public emergency services immediately.

**Gas leaks must be notified to the National Gas Emergency Service immediately on 0800 111 999.**

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If the **member** becomes aware of anything which might lead to a claim under this policy, you can report a claim using the Claims Portal <https://homeemergency.co.uk/arclegal/> or by calling the Claims Helpline on: 01576 227088 quoting "Merseyside Police Federation".

The **member** will be asked some questions to check their identity and for all the information needed to assess their claim.

### If the Helpline accepts the claim

If the Helpline service accepts the claim, they will send a **contractor** to try to sort out the **emergency**.

The Helpline service and the **contractor** will decide when and how the **temporary repairs** are carried out. However, the **contractor** must be able to get into the **home** to carry out the **temporary repairs** and not be prevented by bad weather, industrial disputes or lack of public transport.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens, **we** will make sure that the **home** is safe.

The Helpline service will charge **us** directly for the cost of all the work that is covered by this policy.

### Please Note

Any delay in reporting an incident may make it harder to help the **member**.

The **member** must call about an incident within 48 hours of discovering it. If the **member** does not, the Helpline will not consider the incident to be an **emergency** and there will be no cover.

If the **member** contacts a tradesperson or a **contractor** directly, this policy will not cover any costs the **member** incurs.

### If the Helpline cannot confirm your policy

The Helpline is sometimes not able to assess a claim or confirm that there is a valid policy from the information they get. If this happens, the **member** should contact the company that arranged this home emergency insurance to confirm they have a valid policy.

If the **emergency** is outside their office opening hours, the **member** will have to give details of either a credit or debit card, which may be debited for the cost of the call-out and any repairs. This will help in responding to the **emergency** without unnecessary delay and provides the **member** with the choice to get help at the **home**, even if it's not covered by this policy.

The **member** will need to contact the company that arranged this policy the next working day. When they confirm that they have a policy, the **member** will get a refund for the appropriate amount back to the card used for initial payment.

## Your Member's Responsibilities

The **member** is responsible for making sure, that when the **contractor** arrives to carry out the work:

- they have safe access to the **home**, and
- there is an authorised adult (an adult who can make decisions about the work to be carried out), at the **home**.

The **member** must give **us**, at their own expense, all information that **we** or the **contractor** ask for. The **member** will have to pay the cost of all work and materials that are not covered by this policy. The **member** will be told about this before any work is carried out.

## Finding and accessing the source of the emergency

Sometimes the **contractor** might need to remove or damage parts of the **home**, or its fixtures and fittings to find the source of the **emergency**.

The **contractors'** do not offer any invasive trace and access (for example – breaking through tiles, solid walls or floors). If they would need to do this, the **member** should refer to their household or property owner's insurance policy, or a specialist trace and access firm.

**We** will not pay for the damage caused, or to carry out repairs, for example, any redecoration or making good the fabric of the **home**.

## Other insurances

If the **member** has another insurance policy that would also cover their claim, **we** only have to pay **our** share of the claim.

So that **we** can recover any money that is more than **our** share of the claim, the **member** must:

- tell **us** that they have the other insurance policy, and
- give **us** full details of it, and

let **us** take all necessary steps to enforce it in their name.

## Subrogation

If a **member** makes a claim on this policy and they have rights that they can enforce against someone else, they must:

- take all necessary steps to enforce those rights for **our** benefit, or
- let **us** take those steps in their name.

This is so that if the other person is liable to pay towards the claim, **we** can recover any money that **we** have paid or might have to pay.

The **member** must also let **us**, in their name, take over, conduct, defend and settle any claim against them that **we** may be liable for.

Doing this will not affect the **member's** claim with **us**. If there are any costs for taking these steps, **we** will pay them.

## GENERAL TERMS AND CONDITIONS – (Home Emergency)

The following terms and conditions apply to all Sections of Cover of this policy. The **member** must comply with them for this policy to remain in full force and effect.

### Residency

For **members** to benefit from this policy, they must be domiciled within the United Kingdom, Channel Islands or Isle of Man.

### Disclosures

#### The information we need to know

**We** need to understand the risk that **we** are going to insure. By law the person buying the policy has to do what they can to help **us** assess that risk. They need to do this before the policy starts, at each renewal and when they make any changes.

This means they must:

- a) tell **us** all material facts which they know or should know.
- b) tell **us** in a way that is clear and easy to understand.
- c) be honest and make sure that what they tell **us** is correct.

A 'material fact' is information that would help **us** decide:

- whether to offer the policy or not and, if so,
- the terms of that policy.

This means:

- a) if the policy is for a person – for example a sole trader or individual partner – **we** need to know:
- what they know and what anybody who arranges this policy knows.
  - what a reasonable search of the information available to them should show.
- b) if the policy is not for a person but an organisation, for example, a limited company or partnership, **we** need to know:
- what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up.
  - what anybody who is responsible for buying this policy knows.
  - what a reasonable search of the available information should show. This may be within the organisation (for example with subsidiaries, affiliates, the broker or anyone else the policy will cover). A reasonable search could include making enquiries, but other methods may also be reasonable.

Whoever the policy is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **we** need to know this.

### Important Information

If **we** do not have all the material facts before the policy starts or when there is a change to the policy, there are a number of possible outcomes. These depend on why **we** don't have all those facts. If the reason the person buying the policy didn't give **us** the material facts:

- was deliberate or reckless.
  - **we** can cancel the policy. **We** do not have to pay any claims, and **we** can keep all the premiums **we** have received.
- was not deliberate and not reckless, but if **we** had known the material facts, **we** would not have accepted the policy on any terms.
  - **we** can cancel the policy and do not have to pay any claims, but in that case, **we** will refund the premium.
- was not deliberate and not reckless, but if **we** had known the material facts, **we** would have applied different terms to the policy.
  - **we** can add those different terms with effect from the start date (or the date of the change to the policy).
- was not deliberate and not reckless, but if **we** had known the material facts, the premium would be higher.
  - **we** will pay any claim as a proportion of the premium that **we** charged compared to the higher premium that **we** would have charged.

For example: **we** didn't know all the material facts and charged a premium of £20. If **we** had known all the material facts, the premium would have been £40. So, the premium is half what it should be. This means that for any claim that **we** receive, **we** will work out what to pay and then pay half. So, if **we** received a valid claim for £200, **we** would pay half of that, which is £100.

## Fraud

In the event of fraud, **we**:

- a) will not have to pay the fraudulent claim
- b) can recover any sums from the **member** which **we** have paid to the **adviser**
- c) can cancel this policy with effect from the date of the fraudulent act and keep all premiums paid
- d) will no longer be liable to the **member** in any regard after the fraudulent act.

## Cancellation

### Your right to cancel

**You** can cancel this cover at any time by giving 14 days' notice to the company that arranged this policy for **you**.

If **you** cancel within 14 days of:

- buying this policy, or
- receiving the policy documents (if this happens later),

**we** will refund the premium in full provided no **member** has made a claim and does not intend to make a claim.

If **you** cancel after the first 14 days, **we** will refund the premium for what is left of the **period of cover** provided no **member** has made a claim and does not intend to make a claim.

### Our right to cancel

**We** can cancel cover for any **member** at any time by giving at least 21 days' written notice to the **master policyholder**. **We** will only do this in exceptional circumstances, for example:

- a) **We** reasonably suspect fraud by the **member**
- b) If the **member** uses threatening or abusive behaviour or language or try to intimidate or bully of **our** staff or suppliers
- c) **We** find that a **member**, deliberately or recklessly, gave **us** false information or did not tell **us** important information.

**We** will send the notice to the latest address **we** have for **you**. If the **member** has not made and does not intend to make a claim under this policy, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

**We** can cancel the **master policy** if:

- a) **we** reasonably suspect fraud by **you**
- b) if **you** use threatening or abusive behaviour or language or try to intimidate or bully of **our** staff or suppliers
- c) **we** find that **you**, deliberately or recklessly, gave **us** false information or did not tell **us** important information, or
- d) **you** do not pay the premium.

This will end cover for all **members**. **We** will give **you** 21 days' notice, sent to the latest address **we** have for **you**. If no **member** has made, and does not intend to make, a claim under this policy, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

## English Law and Language

If there is a dispute about or in connection with this policy:

- the laws of England and Wales will apply to the dispute.

- only the courts of England can decide the outcome of the dispute.

All contract terms and communication will be in English.

### **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this home emergency insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## NOTICES - (Home Emergency)

### Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, 'We / our' means Arc Legal Assistance and the **insurer**, and 'you / your' means the **master policyholder** and the individual **members**).

### Data Protection

**We** are committed to protecting and respecting your privacy in accordance with the current data protection legislation. Below is a summary of the main ways in which **we** process your personal data, for more information please visit <https://www.arclegal.co.uk/privacy-policy/> or AmTrust's website at <https://amtrustinternational.com/dpn>

### How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **we** hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use your data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

### Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** Privacy Statement, which is available to view on the website address detailed above.

### Disclosure of Your Personal Data

**We** may disclose your personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### Your Rights

You have the right to ask **us** not to process your data for marketing purposes, to see a copy of the personal information **we** hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

### Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with you, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning **our** use of your personal data, please contact The Data Protection Officer, please see websites for full address details.

## HOW TO MAKE A COMPLAINT - (Home Emergency)

(For the purpose of this 'how to make a complaint' notice only; 'you / your' means the **master policyholder** and the individual **members**).

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

If you are unhappy with the service that has been provided, you should contact **us**:

Arc Legal Assistance Ltd

P O Box 8921

Colchester

CO4 5YD

☎ 01206 615000

✉ [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

**We** will confirm within five working days, that **we** have received the complaint.

Within four weeks you will receive either a final response or an explanation of why the complaint has not been resolved and an indication of when you will receive a final response.

Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay and an indication of when you will receive a final response.

You may be able to take the complaint to the Financial Ombudsman Service (FOS), if you:

- are not happy with the final response to your complaint, or
- have not received a response within eight weeks of the date you made the complaint,

but you must do this within six months.

The FOS contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

☎ 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers).

✉ [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

The **insurer** is covered by the FSCS. You may be able to get compensation from the FSCS if the **insurer** goes out of business and can't meet its commitments under this contract, This might, for example, be a claim that it cannot pay, or a refund it owes you. You can get more details from:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

☎ 0800 678 1100 (calls are free) or 020 7741 4100

🌐 [www.fscs.org.uk](http://www.fscs.org.uk)

## **The Insurer and the Administrator**

**AmTrust Specialty Limited** is the insurer of this policy. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services reference number is 202189.

Registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court  
33 St Mary Axe  
London  
EC3A 8AA  
United Kingdom

**Arc Legal Assistance Limited** arranges and is the administrator of this policy. It is authorised and regulated by the Financial Conduct Authority. Its financial services reference number is 305958.

Registered in England & Wales under company number 04672894.

Its registered office is at:

The Gatehouse  
Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE

To check these details on the Financial Services Register, visit the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or call the Financial Conduct Authority on 0800 111 6768.

0344 770 9000

enquiries@arclegal.co.uk

www.arclegal.co.uk

Arc Legal Group is a trading style of Arc Legal Assistance Limited, authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 305958. An AmTrust Financial Company.

