

# Your Home Emergency Insurance Terms and Conditions



# WELCOME TO ROW LANDLORD HOME EMERGENCY INSURANCE

Thank you for taking out a policy with us. In this booklet you will find out all of the terms and conditions regarding our Landlord Home Emergency policy.

Please read through this carefully as it contains important information about the policy terms and conditions, claims policy, General Inclusions and Exclusions and your Cancellation Rights.

Yours sincerely,

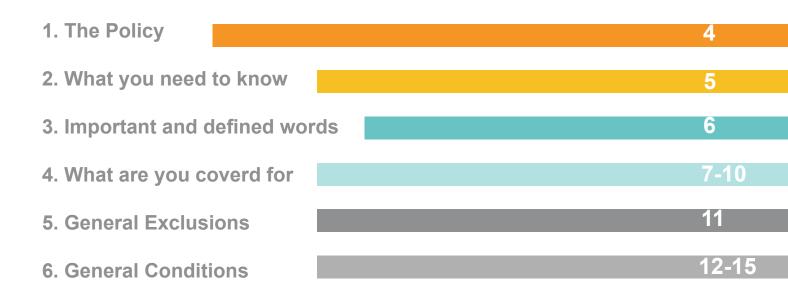
**Richard Waters** 

USEFUL CONTACT NUMBERS EMERGENCY CONTACT

01384 884080



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# Thank you

You have selected a **home** emergency policy that will provide assistance to you in your **home. We** will respond with expert help if you suffer an emergency arising from an incident covered under this policy and send a **contractor** out who will take action to resolve the emergency.

# **1. Your Policy**

# The purpose of this insurance

This insurance policy is designed to work alongside your household buildings or contents insurance policy. Whilst **we** are happy to assist you in an emergency by sourcing a **contractor**, **we** aren't able to provide you with help relating to day-to-day maintenance of your **home** and its contents.

## How to make a claim

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

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

Please look at **your** insurance policy and **schedule** to check **your** level of cover and have your policy number and intermediaries name to hand. This policy is designed to assist **you** during an emergency. It will not cover situations that are not notified to **us** within **48 hours** of the incident.

Call **our** helpline on 01384 884080. Our helpline is open 24/7, 365 days a year.

We will ask you some questions to check your identity and the details of your emergency. We will talk you through your cover and let you know what we will do next.

## **Some Important Information**

• If **we** accept your claim, the claims helpline will source a suitable **contractor** to attend your **home** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of **emergency repairs**, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.

• The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.

• The **contractor** will invoice the cost of all work covered by the insurance to **us. You** will be asked to pay the cost of;

a. Call-out charges if there is no authorised adult available at the **home** at the time our **contractor** arrives to carry out the work.

b. All charges in excess of the claims limits or any work excluded by this insurance – **you** will be informed of this before any work is undertaken.

c. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.

• There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your home** is safe.

• In the event **you** engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by **you** will not be covered by this insurance.

• **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.

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# 2. What you need to know

# Confirming Policy Details... Helping Us Help You

In some situations we may not be able to assess **vour** claim or confirm **vour** policy is operative from the information and details provided by you. It may therefore be necessary for our contractor to attend your home, assess the situation and provide us with a report. In these circumstances you will be asked to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance. This will help us respond to your emergency without unnecessary delay, and provides you with an option to receive emergency assistance at your home should cover be excluded under your policy.

# **Household Buildings and Contents**

This insurance policy is designed to offer 24 hour assistance if **you** suffer a **home** emergency. It compliments but does not replace either **your** household buildings or contents insurance policy, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for claims assistance.

# **How Your Cover Works**

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no **temporary repair** is available. If our **contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

For cover to apply under this policy, the situation that arises must fall within the definition of an emergency under each section of cover in the policy.

## **Maintenance of Your Home**

It is a requirement of this policy that **you** maintain **your** home, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

#### **Trace and Access**

There may be times when **our contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **home**, fixtures and fittings to enable the **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

## **Working Together**

To enable **us** to provide the best possible claims service to **you**, we shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative.

If **your home** emergency claim is accepted, **we** ask that **you** allow access for the **contractor** to attend **your** home within 24 hours of the claim being reported to us. If **you** delay and/or prevent the **contractor** from attending within 24 hours **we** may withdraw cover.

There may be times where **our contractor** has to order parts that are not readily available.

# **Other Similar Insurance**

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

# 3. Important and defined words

The words or expressions detailed below have the following meaning wherever they appear in this policy. They will be emboldened throughout for **your** reference.

## **Claim limit(s)**

The amount **we** will pay in respect of any one claim and during any one **Period of Insurance** as specified in the **schedule**.

#### Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs.** 

#### **Emergency repairs**

Work undertaken by an authorised **contractor** to resolve the emergency by completing a **temporary repair. We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **claim limit** specified in this policy.

#### **Excess**

The first amount of each claim, payable by you before the contractor will attend. This can be done by way of debit or credit card. Your schedule will state if an excess applies to your policy. Please note, there is a compulsory £60 excess on all claims made within the first 90 days of cover.

## Home

**Your** property in the United Kingdom, Channel Islands and Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. This will be owned by **you** or let to tenants. Garages and outbuildings that are attached and/or accessed via the **home** will be included under Pests.

## **Insured Person, You, Your**

The person who has paid the premium and is named in the **schedule** as the **insured person**.

#### Insurer

This insurance is administered by Arc Legal

Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.

#### Intermediary

The regulated entity appointed to transact this insurance with **you**.

#### **Period of Insurance**

The commencement and expiry dates shown in the **schedule**.

#### **Primary Heating System**

The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

#### Schedule

The document which shows details of **you** and this insurance and forms part of this policy. **Temporary Repair,** Temporary Resolution A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A temporary repair or resolution will need to be replaced by a permanent repair.

#### Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

#### Uneconomical

1. Where in **our** opinion, it would not be worth completing a repair based on the subsequent work required or life expectancy of the appliance/equipment; or

2. Where the cost of the **emergency repair** (including parts and labour) is greater than 75% of the cost of replacing the item as new.

#### We, Us, Our

BIG Warranties Ltd trading as Row.co.uk, Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

# 4. What you are covered for

This policy provides the cover described in each section below as a result of an insured event occurring at your **home**.

When **you** purchased this policy, **you** chose which sections of cover **you** wanted to include. Please refer to **your** schedule to confirm which level of cover **you** have purchased, and which heads of cover are applicable. **You** are responsible for paying any **excess** under the policy or where the cost of repair exceeds the benefit provided under the policy.

What is Covered?	What is Excluded?
Emergency repairs following damage to or failure of the plumbing and drainage system which: <ul> <li>a. Means that internal flood or water damage is a likely consequence;</li> <li>b. Means that you do not have access to a useable toilet within your home; or</li> <li>c. Causes blocked external drains that are solely your responsibility and within the boundary of the home, where this can be resolved by jetting.</li> </ul>	<ol> <li>The replacement of water tanks, cylinders, central heating radiators and external WC's, pipes and taps.</li> <li>Overflows not causing internal water damage.</li> <li>Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush.</li> <li>Saniflo systems or other macerator-based systems.</li> <li>Descaling and any work arising from hard water scale deposits.</li> <li>The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.</li> <li>Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the home.</li> <li>Where the leak can be contained providing you with enough time to arrange a repair privately.</li> </ol>

# **Section 1 - Plumbing and Drainage**

## **Section 2 - Internal Electricity**

What is Covered?	What is Excluded?
<b>Emergency repairs</b> following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.	<ol> <li>External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.</li> <li>Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment.</li> <li>Renewable energy systems.</li> <li>Where an appliance has caused a circuit to fail or trip.</li> </ol>

# Section 3 – Gas Supply

What is Covered?       What is Excluded?         After the National Gas Emergency Service has visited your home and isolated your gas       1. Repair work to or the cost of replacing lead pipework.	
visited your home and isolated your gas	
<ul> <li>Supply, emergency repairs will be carried out by a Gas Safe contractor, who will repair or replace the damaged section of internal gas supply pipe. Our contractor will also turn your gas supply back on.</li> <li>2. The interruption or disconnection of public services to the home however caused, or the failure, breakdown or interruption of the mains gas supply pipe.</li> </ul>	

# Section 4 – Water Supply

What is Covered?	What is Excluded?
<b>Emergency repairs</b> following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.	<ol> <li>The interruption or disconnection of public services to the <b>home</b> however caused, or the failure, breakdown or interruption or the mains water supply system.</li> <li>Where <b>you</b> have access to a water supply in another bathroom.</li> <li>Descaling and any work arising from hard water scale deposits.</li> </ol>

**Section 5 – Security** 

What is Covered?	What is Excluded?
Emergency repairs following damage or failure of the following items which would render the main living area of the home insecure and easily accessible to intruders: a. External lock. b. External window. c. External door.	<ol> <li>Internal locks, window locks, glass, external garages or outbuildings.</li> <li>Any damage caused by the <b>contractor</b> in gaining access to the <b>home</b>.</li> <li>Doors subject to swelling.</li> <li>Porch doors where there is another lockable door which prevents access to the main living areas of the home.</li> </ol>

# Section 6 – Access to Home

What is Covered?	What is Excluded?
<b>Emergency repairs</b> following the loss of the only available key to the <b>home</b> which cannot be replaced, and normal access cannot be obtained. Our c <b>ontractor</b> will gain access to the <b>home</b> and ensure it is left secure.	1. Any damage caused by the <b>contractor</b> in gaining access to the <b>home</b> .

Section 7 – Primar	y Heating System
What is Covered?	What is Excluded?
Emergency repairs following the complete breakdown of the primary heating system which: a. Results in the complete loss of heating and/or; b. Results in the complete loss of hot water.	<ol> <li>Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).</li> <li>Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.</li> <li>Any form of renewable energy systems.</li> <li>Powerflushing or descaling.</li> <li>The replacement of water tanks, cylinders and central heating radiators.</li> <li>Where an immersion heater or similar is available to resolve the failure.</li> <li>Intermittent faults where this cannot be identified at the time of the <b>contractor's</b> attendance.</li> <li>Any claim where there is no valid Gas Safety Certificate.</li> <li>Lack of maintenance or neglect by <b>you</b> (<b>you</b> may be asked to reserve funds if <b>your</b> boiler has not been serviced in line with the manufacturer's instructions).</li> <li>Where a boiler can be operated manually to resolve the loss of hot water and/or heating.</li> </ol>

# Section 8 – Pests

What is Covered?	What is Excluded?
<ul> <li>Emergency repairs following an infestation as a result of the following Pests in and/or attached to the home and there is clear evidence of the infestation.</li> <li>a. Wasps' nests.</li> <li>b. Hornets' nests.</li> <li>c. Mice.</li> <li>d. Rats.</li> <li>e. Cockroaches.</li> </ul>	<ol> <li>Repeat claims where <b>you</b> have failed to follow previous guidance from <b>us</b> or the <b>contractor</b> to prevent continued or further infestation.</li> <li>Pest infestations where <b>you</b> have not taken reasonable hygiene measures to prevent contamination.</li> </ol>

# Section 9 – Roofing

What is Covered?	What is Excluded?
Emergency repairs following missing, broken or loose tiles causing internal water damage. We will appoint a <b>contractor</b> to attend when it is safe for them to do so. They will complete a <b>temporary repair</b> to stop the immediate damage, but requests for permanent repairs should be made to <b>your</b> building & contents provider.	<ol> <li>Damage to flat roofs over 10 years old.</li> <li>Damages where the roof has not been satisfactorily maintained.</li> <li>Costs that should be shared proportionately across all iresponsible parties.</li> </ol>

# Section 10 – Boiler Replacement Contribution

What is Covered?	What is Excluded?
Section 10 will not be operative unless <b>we</b> or the <b>contractor</b> declare the boiler to be <b>uneconomical</b> to repair. Cover under Section 7 will then cease. <b>We</b> will provide a £250 contribution towards the cost of replacing the boiler.	
Please note, <b>our</b> contribution under this section shall not include any labour, delivery or shipping costs.	

# Section 11 – Overnight Accommodation

What is Covered?	What is Excluded?
Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for <b>emergency repairs</b> by a <b>contractor</b> under another section of the policy and the <b>home</b> is rendered uninhabitable in the opinion of the Claims Helpline Service.	<ol> <li>The cost of any food and drink you have purchased.</li> <li>The cost of any parking incurred.</li> <li>The cost of travel.</li> <li>The cost of entertainment.</li> </ol>

# **Section 12 – Alternative Heating**

What is Covered?	What is Excluded?
We shall pay up to £50 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 7. Payment is subject to an original receipt and the <b>primary heating</b> system not being reinstated.	

# **5. General Exclusions**

**We** shall not be liable for costs arising from or in connection with:

**1.** Circumstances known to **you** prior to the commencement date of this insurance;

2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions or legal requirements;

**3.** Any claims arising from or relating to appliances;

**4.** Any system, which has been incorrectly used or modified, or has been tampered with;

5. General wear and tear;

6. Failure or damage caused by faulty or defective design of pipework, including but not limited to delamination found in pitch fibre pipe construction;

7. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design de fect;

8. Replacement or adjustment to any decorative or cosmetic part of any equipment;

**9.** Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the **Pests** section of this policy;

**10.** Wilful act or omission, lack of maintenance or neglect by **you**;

**11.** Claims in the 7 days immediately following **your** first occupation of the **home**, or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left unoccupied for 30 consecutive days or more;

**12.** Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;

13. Any other costs or damage that are indirectly caused by the event that led you your claim, unless specifically stated in the policy;

**14.** Claims arising within the first 14 days from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy;

**15.** Claims under Section 10 arising within 30 days from the date of commencement of this insurance;

**16.** Any costs that would be more appropriately recovered under any other insurance;

**17.** Circumstances which are not sudden or unforeseen;

**18.** Circumstances where **we** have gone beyond **your** insurance policy's claim limit or policy cover;

 Claims where **our contractor** has advised there is no emergency repair available;
 Any direct or indirect liability, loss or damage caused:

a) To equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
b) By computer viruses.

This does not apply to legal proceedings connected with claiming compensation following **your** death or bodily injury.

**21.** Any claim or expense of any kind caused directly or indirectly by:

 a) Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or

**b)** The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;

**22.** Any loss or damage caused by any sort of war, invasion or revolution;

**23.** Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;

24. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism.** 

# **6. General Conditions**

# **Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;

b) to make sure that all information supplied as part of **your** application for cover is true and correct;

c) tell us of any changes to the answers
you have given as soon as possible.
You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

# Claims

To ensure an accurate record **your** telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the **contractors** direct otherwise the work will not be covered.

Provided that the **emergency repairs** is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **home** or otherwise making the provision of the **emergency repairs** impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control.

In the event of this occurring **we** will ensure that your home is safe and if required the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if you should engage the

services of a **contractor** prior to making contact with the Claims Helpline Service any costs that **you** incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

# Observance

**Our** liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

# **Recovery of Costs**

We may take proceedings at our **own** expense in **your** name to recover any sums paid under this insurance



# **Fraudulent or Exaggerated Claims**

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
fails to reveal or hides a fact likely to influence the cover we provide;

• makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;

• sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;

makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
makes a claim for any loss or damage you caused deliberately or with your knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

# **Royal & Sun Alliance Insurance Ltd Customer Privacy Notice**

**Your** privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view our full privacy notice by visiting https://www.rsagroup. com/support/legal-information/partner-privacypolicy/

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

**You** can also email **us** at crt.halifax@ uk.rsagroup.com

# Arc Legal Assistance Privacy and Data Protection Notice

# 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit www.arclegal.co.uk

# **2. 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.

# 3. 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.

# 4. 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.

## 5. 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.

# 6. 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 website for full address details.

# **Row.co.uk Privacy Notice**

Row.co.uk, a trading name of BIG Warranties Ltd, needs to collect and store personal data for its customers' requirements, insurance claims, suppliers and other users of Row.co.uk's facilities to allow it to maintain its core operations and meet policyholder require ments effectively. The provision of this personal data is necessary for Row.co.uk to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to Row.co.uk that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying Row.co.uk, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting Row.co.uk.

To view **our** full privacy notice, **you** can go to https://www.row.co.uk or request a copy by emailing **us** at <u>customerservices@row.co.uk</u>. Alternatively, **you** can write to us at: Data Protection, BIG Warranties Ltd, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.

# Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract. Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

# Due Care

**You** must take due care to maintain the **home** and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

# Where a **temporary resolution or repair**

has been carried out, the onus will be upon **you** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **you** fail to carry out the permanent repair a **contractor** will not be appointed to undertake any further emergency repairs.

# Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later and **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing **your** agent. If **You** wish to cancel **Your** Policy after 14 days, please contact **your** agent, if **You** are paying annually **You** will be entitled to a pro- rata return of premium, however an administration fee of £30 will be payable. The administration fee does not apply to monthly payment customers.

Please note no refund will be made for any policies where a claim has been made or is pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at your last known address. Valid reasons may include but are not limited to:

a) Where **we** reasonably suspect fraud;

- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and

# Notices

# conditions;

e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date you originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

# **Claims Helpline Service**

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884080.

Calls to the helpline will be charged at **your** standard rates.

**We** will not accept responsibility if the Helpline services fail for reasons beyond our control.

# Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured person's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

# **Complaints Procedure**

In the event of a complaint arising under this insurance, **you** should complaint to the appropriate party. Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

For complaints regarding the sale of the policy: Complaints Row.co.uk Enterprise House 21 Oxford Road Bournemouth BH8 8EY

Email: complaints@row.co.uk Telephone: 02034119409

For complaints regarding a claim: Write to us: Arc Legal Assistance Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF

Email **us** at: <u>claims@limemergency.co.uk</u> Call **us** on: 01384 884080

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity.

**You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9 123 Email: complaint.info@financial-ombudsman. org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

# **Compensation Scheme**

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

# Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

# **Annual Boiler Service**

If when buying this policy **you** have also purchased an annual gas boiler service then this will be shown in **your** policy schedule.

Please note that the annual boiler service is arranged for **you** by Row.co.uk and will be undertaken by one of our network of engineers in accordance with the Gas Safety Regulations and the manufacturer's instructions for **your** boiler. Please make sure that you have the manufacturer's instructions available for the engineer when they attend. The Annual Boiler Service will be undertaken once a year, usually between April and September. Please note that the Annual Boiler Service does not include any maintenance or remedial work.

If **you** have any concerns about the Annual Boiler Service you should refer them to <u>customerservices@row.co.uk</u> or call 0203 411 9409 as these concerns will be addressed by Row. co.uk directly as the Annual Boiler Service is not subject to regulation by the Financial Conduct Authority or the complaints process run by the Financial Ombudsman Service, which apply to the



Emergency Claims Helpline 01384 884080

# Row.co.uk

Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY Email: customerservices@row.co.uk

