

Business Emergency Solutions

Policy Document



Business Emergency Solutions

Please read this document carefully and in full to familiarise yourself with the terms and conditions, and how you can contact us if you have an emergency.

This section summarises the policy cover only; the policy wording starts from page 4 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Make a claim

To claim under this policy telephone **0330 303 1433** (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.

Main benefits of Business Emergency Solutions

With one call to us, an approved contractor will come to your business premises and make emergency repairs. The policy will pay up to £500 for all contractor's costs & charges and parts & materials used relating to the same emergency.

Our cover includes all the following emergencies:

- the complete breakdown of your main heating system
- plumbing and drainage problems
- damage to or failure of your property's locks and windows
- breakage or failure of your customer toilet facility
- loss of the power supply
- lost keys
- vermin infestation within the premises
- removal of a fallen tree or large branch that blocks access to the premises
- removal of fly-tipping waste.

Our service is available 24 hours a day, 365 days a year and for additional peace of mind all our permanent repairs are guaranteed for 12 months.

Who is ARAG?

Our UK operation provides a nationwide service from our Bristol Head Office. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.8 billion.

We recognise that we will only grow by ensuring that we provide responsive products and an excellent service to our customers. We are committed to providing our Business Emergency Solutions customers with a rapid response and faultless customer service if an emergency seriously affects their business premises.



Claims procedure

In the event of an emergency:

1. Please telephone 0330 303 1433 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing us with your name, the address of your premises and the nature of the problem.
2. We will record your details and then decide on the best course of action to limit your loss and/or repair the damage. If the incident relates to an emergency covered under this policy, we will instruct a member of our emergency contractor network. Please note that poor weather conditions or remote locations may affect normal standards of service.
3. If the incident is not covered we can still provide assistance which will be at your own cost. This may also be an event covered by your business or home-business insurance policy and we will seek to advise you accordingly.
4. It is important you notify us as soon as possible of any claim, and do not call out your own contractors as we will not pay their costs and it could stop your claim being covered.
5. You must report any major emergency which could result in serious damage to the premises or injury, to the Emergency Services or the company that supplies the service.
6. Your call will be answered as soon as possible and may be recorded for training and security purposes.

Privacy Statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with the General Data Protection Regulations.

Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including: the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

About us and your insurer

ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Business Emergency Solutions

This policy is evidence of the contract between **you** and the **insurer**.

Your policy cover

Following an Insured event or more than one Insured event that originates from the same cause which results in an **emergency** the **insurer** will pay **your emergency costs** provided that

- 1) **You** have paid the insurance premium.
- 2) The claim is reported to **us**
 - a) during the **period of insurance** and
 - b) as soon as possible after **you** first become aware of an **emergency**.
- 3) **You** always agree to use the **contractor** chosen by **us**.

Insured events covered

1 Main heating system

The total failure or complete breakdown of the main heating system (including a **central heating boiler**) at **your premises**.

2 Plumbing & drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to **your premises** or contents.

3 Security

Damage to or the failure of external doors, windows or locks which compromises the security of **your premises**.

4 Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern used by **your** business customers resulting in loss of function.

5 Power supply

The failure of the electricity or gas supply at **your premises**.

6 Lost keys

The loss of the only available keys, if **you** cannot replace them to gain access to **your premises**.

7 Vermin infestation

Vermin causing damage inside the **premises** or a health risk to anyone using **your premises**.

8 Fallen tree

A fallen tree or large branch that has fallen from a tree on **your** land that blocks access to the main entrance of **your premises**.

9 Fly-tipping

The dumping of waste materials within the grounds of **your premises**, which **you** are unable to remove manually.

What is **not covered** by this policy

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

- 1) **emergency costs** which have been incurred before **we** accept a claim
- 2) an Insured event which happens within the first 48 hours of cover if **you** take out this policy at a different date from **your** business insurance cover
- 3) **emergency costs** where there is no one at **your premises** when the **contractor** arrives
- 4) any matter which happens before or already exists at the start of the policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this policy
- 5) any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
- 6) the main heating system (including a **central heating boiler**) which is more than 15 years old
- 7) a) LPG fuelled, oil fired, warm air and solar heating systems; or
b) boilers with an output over 60Kw/hr
- 8) the cost of making permanent repairs including any redecoration or making good the fabric of **your premises**
 - a) once the emergency situation has been resolved
 - b) arising from damage caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to **your premises**
- 9) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- 10) the failure to maintain any system or equipment or the replacement of parts that are subject to wear and tear over time
- 11) any matter where the **contractor** suspects the presence of asbestos in the area of **your premises** required for access to resolve the **emergency**. In such circumstances the **contractor** cannot continue to attend to the **emergency** until appropriate remedial action has been undertaken or **you** can provide evidence that **you** have completed an asbestos survey that shows that an area is clear for the **contractor** to gain access
- 12) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
- 13) fallen trees where impact damage to **your premises** has occurred
- 14) **your premises** being left unoccupied for more than 30 days consecutively
- 15) goods or materials covered by a manufacturer's, supplier's and/or installer's warranty
- 16) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- 17) a claim covered by another emergency assistance policy, or any claim that would have been covered by any other emergency assistance policy if this policy did not exist
- 18) subsidence, landslip or heave
- 19) a property that is not used or in part used for **your** business activities
- 20) blockage of supply or waste pipes to **your premises** due to freezing weather conditions
- 21) a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon **you**.

Policy conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy or refuse to pay a claim. The **insurer** also reserves the right to recover **emergency costs** from **you** if this happens.

1. Your responsibilities

You must:

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

2. Our consent

We must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for costs incurred without **our** consent.

3. Settlement

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this policy without **our** agreement.

Call out and labour costs

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your premises** and disallows any time spent diagnosing the fault which has caused the Insured event. Any inspection time that is required to trace, access or identify the cause of the Insured event will be settled on the basis that the time is charged as labour costs.

4. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

6. Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid providing **you** have not made a claim which has been accepted under the policy.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund part of the premium for the unexpired period unless **you** have made a claim which has been accepted under this policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days' written notice to **you**. The **insurer** will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this policy fails to co-operate with or provide information to the **contractor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

Policy **conditions** (continued)

7. **Jurisdiction**

This policy will be governed by English Law.

8. **Contracts (Rights of Third Parties) Act 1999**

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

Meaning of **words & terms**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Central heating boiler

A boiler:

- a) located in **your premises**, and
- b) which has been serviced no more than twelve months prior to the date of **your emergency**.

Contractor

The contractor or tradesperson chosen by **us** to respond to **your** emergency.

Emergency

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

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

Emergency costs

Contractor's reasonable and properly charged labour costs, parts and materials. The maximum payable by the **insurer** is £500 for all claims related by time or original cause.

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Period of insurance

The period as shown in **your** business insurance policy to which this policy attaches.

Premises

Your premises which are used at least in part for **your** business activities also including any part of the premises which is used for residential purposes; and which are located in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.

Vermin

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

We/Us/Our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

You/Your

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

Signed by



**Managing Director
ARAG plc**

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department, where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

Should you remain dissatisfied you can pursue your complaint further with Lloyd's. They can be reached in the following ways:



0207 327 5693, Fax: 0207 327 5225



complaints@lloyds.com, Website: www.lloyds.com/complaints



Lloyd's, One Lime Street, London EC3M 7HA.

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small business with annual turnover of less than €2 million. They can be contacted at:



0800 023 4567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.arag.co.uk