

# Holiday Home Home Emergency Insurance

## Policy Document



# HOME EMERGENCY INSURANCE POLICY

**You** have chosen a home emergency policy that can provide **You** with help in **Your Home**. **We** will respond with expert help if **You** have an emergency covered by this policy and send a **Contractor** out who will take action to try and put things right.

This home emergency policy is provided by Arc Legal Assistance Limited, and underwritten by the **Insurer**. Claims under this policy are handled by Arc Legal Assistance Limited.

## 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 help **You** in an emergency by finding a **Contractor**, **We** aren't able to provide **You** with help relating to day-to-day maintenance of **Your Home** and its contents.

## IMPORTANT

**You** must make sure that **Your** boiler is serviced regularly in accordance with the manufacturer's instructions. **We** will not pay any claim that is caused by a breakdown of a boiler that has not been serviced during the previous 12 months.

## HOW TO MAKE A CLAIM

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

## **GAS LEAKS MUST BE NOTIFIED TO THE NATIONAL GAS EMERGENCY SERVICE IMMEDIATELY ON 0800 111 999.**

Please look at **Your** insurance policy and **Schedule** to check **Your** level of cover and have **Your** policy number and intermediary's name to hand. This policy is designed to help **You** during an emergency. It will not cover situations that **You** do not tell **Us** about within **48 hours** of the incident.

Call **Our** helpline on **01384 884040**. **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 find a suitable **Contractor** to come to **Your Home** and try to sort out the emergency. However, the **Contractor** must be able to get into **Your Home** to carry out the **Emergency Repairs** and not be prevented by bad weather, industrial disputes or lack of public transport.
- The claims helpline service and tradesperson will use their discretion as to when and how the **Emergency Repairs** are carried out.
- The **Contractor** will send an invoice for the cost of all the work that is 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 above the claims limits or any work not covered by this insurance – **You** will be told about this before any work is carried out.
- c. Any extra costs for things that **You** ask for such as replacement parts or components which are of better quality than the original replacement parts or components.
- 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 **Your Home** is safe.
- If **You** call in the services of a **Contractor** before **You** make 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.

## WHAT YOU NEED TO KNOW

### CONFIRMING POLICY DETAILS...HELPING US HELP YOU

In some situations **We** might not be able to assess **Your** claim or confirm that **You** have a policy from the information and details provided by **You**. It might be necessary for **Our Contractor** to come to **Your Home**, assess the situation and provide **Us** with a report. If this happens **You** will be asked to leave either credit or debit card details which may be debited if the cost of the call-out and any repairs carried out are not covered by this insurance. This will help **Us** respond to **Your** emergency without unnecessary delay and provides **You** with the choice to get emergency help at **Your Home** even if it's not covered by **Your** policy.

### HOUSEHOLD BUILDINGS AND CONTENTS

This insurance policy is designed to offer 24 hour help if **You** have a home emergency. It complements but does not replace either **Your** household buildings or contents insurance policy, and there may be times where **Your** buildings or contents policy are a better 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 help.

### 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** decides there is no temporary, permanent or economical repair available, then the emergency will not be covered by this insurance.

**Your** emergency must meet the definition of an emergency under the section of cover that **You** are claiming under.

### MAINTENANCE OF YOUR HOME

**You** must keep **Your Home**, including fixtures and fittings, in good working order. This includes boilers which should be maintained/serviced in accordance with the manufacturer's recommendations.

### TRACE AND ACCESS

Sometimes the **Contractor** might need to remove and/or damage parts of the **Home**, fixtures and fittings in order to locate the source of the emergency. 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 give **You** the best possible claims service, **We** will need **Your** full co-operation at all times. This may, at **Your** own expense, include providing any evidence, documents or receipts that **We**, or **Our** representative, ask for.

If **Your Home** emergency claim is accepted, **We** ask that **You** allow the **Contractor** to have access to **Your Home** within 24 hours of the claim being reported to **Us**. If **You** delay and/or prevent the **Contractor** from doing this **We** may not cover **You**.

There might be times where **Our Contractor** has to order parts that are not available straight away.

### OTHER SIMILAR INSURANCE

If **You** claim under this policy for something which is also covered by another insurance policy that **You** have, **You** must give **Us** full details of the other insurance policy. **We** will only pay **Our** share of any claim.

## IMPORTANT AND DEFINED WORDS

The words or expressions shown below have the following meaning wherever they appear in this policy. They will be in bold type throughout for **Your** reference.

|                                    |  |
|------------------------------------|--|
| <b>Claim Limit(s)</b>              | The amount <b>We</b> will pay in respect of any one claim and during any one <b>Period Of Insurance</b> is as follows;<br>Limit per claim: £1,000.00 including VAT.<br>Limit per <b>Period Of Insurance</b> : Unlimited<br>Labour limit per claim: Unlimited subject to <b>Claim Limit</b><br>Please note, only one of the following benefits can be utilised per claim;<br>Alternative heating allowance<br>(in addition to the limits shown above): £50.00<br>Boiler Replacement Contribution<br>(in addition to the limits shown above): £500.00<br>Overnight Accommodation<br>(in addition to the limits shown above): £250.00 |
| <b>Contractor</b>                  | A trades person authorised and instructed by the Claims Helpline Service to undertake <b>Emergency Repairs</b> .   |
| <b>Data Protection Legislation</b> | The data protection laws in force in the countries where this cover applies at the time of the emergency.  |
| <b>Emergency Repairs</b>           | Work carried out by an authorised <b>Contractor</b> to sort out the emergency by completing a <b>Temporary Repair</b> . <b>We</b> will only complete a permanent repair where this can be done at a similar cost, or where there is no <b>Temporary Repair</b> available, up to the <b>Claim Limit</b> shown in this policy.   |

|   |   |
|---|---|
| <b>Home</b>                                 | <b>Your</b> main permanent place of residence within the <b>Territorial Limits</b> which is a private dwelling used for domestic purposes. It does not include garages, gardens, outbuildings and swimming pools. This will be owned by <b>You</b> but let out on a short term basis. However, garages and outbuildings that are attached and/or accessed via the <b>Home</b> will be included for section 4, Pests. This does not include any bedsits, bed and breakfasts or commercial/business premises. |
| <b>Insured Person, You, Your</b>            | The person who has paid the premium and is named in the <b>Schedule</b> as 'the <b>Insured Person</b> '.  |
| <b>Insurer</b>                              | AmTrust Specialty Limited.  |
| <b>Intermediary</b>                         | The regulated person or company that <b>You</b> have appointed to arrange this insurance for <b>You</b> .   |
| <b>Period of Insurance</b>                  | This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this insurance will also be cancelled, suspended or withdrawn.  |
| <b>Primary Heating System</b>               | The main central heating and hot water systems. This does not include any form of renewable energy systems, non-domestic central heating boilers or source.   |
| <b>Schedule</b>                             | The document which shows the specific details of <b>Your</b> insurance. This wording and the <b>Schedule</b> together make up <b>Your</b> insurance policy.   |
| <b>Temporary Repair, Temporary solution</b> | A repair or solution which will sort out an emergency for at least 72 hours. A <b>Temporary Repair</b> or solution will need to be replaced by a permanent repair.  |
| <b>Terrorism</b>                            | 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.   |
| <b>Territorial Limits</b>                   | The United Kingdom, the Channel Islands and the Isle of Man.  |
| <b>Uneconomical</b>                         | <ol style="list-style-type: none"> <li>1. Where, in <b>Our</b> opinion, it would not be worth completing a repair because of the further work that would be needed or the life expectancy of the appliance/equipment; or</li> <li>2. Where the cost of the emergency repair (including parts and labour) is more than 75 % of the cost of replacing the item as new.</li> </ol>   |
| <b>We, Us, Our</b>                          | Arc Legal Assistance Ltd.   |

## WHAT YOU ARE COVERED FOR

This policy provides the cover described in each section below if an insured event happens at **Your Home**.

**We** will pay up to the **Claim Limits** for any claim (including VAT, call-out charges, labour, parts and materials).

Where it has not been possible to sort out the emergency following an accepted claim for **Emergency Repairs**, and where the Claims Helpline Service decides that **Your Home** has been left uninhabitable, **We** can arrange for overnight accommodation up to the **Claim Limits**.

### Section 1 - Plumbing & Drainage

| What is covered?  | What is excluded?   |
|---|---|
| <p><b>Emergency Repairs</b> following damage to or failure of the plumbing and drainage system which:</p> <ul style="list-style-type: none"><li>a. Means that internal flood or water damage is a likely consequence;</li><li>b. Means that <b>You</b> do not have access to a toilet <b>You</b> can use within <b>Your Home</b>; or</li><li>c. Causes blocked external drains that are only <b>Your</b> responsibility and within the boundary of the <b>Home</b>, where this can be resolved by jetting or rodding.</li></ul> | <ul style="list-style-type: none"><li>1. The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes.</li><li>2. Cracked sanitaryware, including, for example, cisterns, toilet bowls, sinks and baths.</li><li>3. Blocked toilets and/or drains where this has been caused as a result of misuse or the internal workings of the flush.</li><li>4. Saniflo systems or other macerator-based systems.</li><li>5. Descaling and any work arising from hard water scale deposits.</li><li>6. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.</li><li>7. Where there is a leak from a shower, bath or sink when in use and there is another way of bathing or washing at the <b>Home</b>.</li><li>8. Where the leak can be contained providing <b>You</b> with enough time to arrange a repair privately.</li></ul> |

## Section 2 - Internal Electricity

### What is covered?

**Emergency Repairs** 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.

Please note, during claims assessment **You** may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.

### What is excluded?

1. External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
2. 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.
3. Renewable energy systems.
4. Where an appliance has caused a circuit to fail or trip.

## Section 3 - Primary Heating System

### What is covered?

**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.

Please note, it is a legal requirement that a Gas Safety check is completed once every 12 months for a tenanted property. A copy of the most recent Gas Safety Certificate must be made available prior to attendance or once the **Contractor** arrives on site. Failure to produce a valid certificate issued in the past 12 months will result in **Your** claim being withdrawn and **You** will be responsible for any costs incurred.

### What is excluded?

1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).
2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.
3. Any form of renewable energy systems.
4. Power flushing or descaling.
5. The replacement of water tanks, cylinders and central heating radiators.
6. Where there is another hot water source available for bathing, including, for example an immersion heater or electric shower.
7. Intermittent faults where this cannot be identified at the time of the **Contractor's** attendance.
8. Lack of maintenance or neglect by **You** (**You** may be asked to reserve funds if **Your** boiler has not been serviced in line with the manufacturer's instructions).
9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

## Section 4 - Pests

| What is covered?   | What is excluded?   |
|--|---|
| <p><b>Emergency Repairs</b> following an infestation as a result of the following Pests in and/or attached to the <b>Home</b> and there is clear evidence of the infestation.</p> <ol style="list-style-type: none"><li>Wasps' nests.</li><li>Hornets' nests.</li><li>Mice.</li><li>Rats.</li><li>Cockroaches.</li></ol> | <ol style="list-style-type: none"><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><li>The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If <b>You</b> have a swarm, or bees in the structure of <b>Your Home</b>, <b>You</b> should contact the British Beekeepers Association for guidance: <a href="http://www.bbka.org.uk">www.bbka.org.uk</a>.</li></ol> |

## Section 5 - Roofing

| What is covered?   | What is excluded?   |
|--|---|
| <p><b>Emergency Repairs</b> following missing, broken or loose tiles causing internal water damage.</p> <p><b>We</b> will ask 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 &amp; contents insurance provider.</p> | <ol style="list-style-type: none"><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 responsible parties.</li><li>Any access costs, including, for example, scaffolding and articulated lifts.</li></ol> |

## Section 6 - Boiler Replacement Contribution

| What is covered?  | What is excluded? |
|---|-------------------|
| <p><b>We</b> shall contribute up to the <b>Claim Limit</b> towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless <b>We</b>, or the <b>Contractor</b> declare the boiler to be <b>Uneconomical</b> to repair, following an accepted claim under Section 3.</p> |                   |



## Section 7 - Overnight Accommodation

### What is covered?

Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for **Emergency Repairs** by a **Contractor** under another section of the policy and the **Home** is rendered uninhabitable in the opinion of the Claims Helpline Service.

### What is excluded?

1. The cost of any food and drink **You** have purchased.
2. The cost of any parking incurred.
3. The cost of travel.
4. The cost of entertainment.

## Section 8 - Alternative Heating

### What is covered?

**We** shall pay up to the **Claim Limit** towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 3. Payment is subject to an original receipt and the **Primary Heating System** not being reinstated.

### What is excluded?

## GENERAL EXCLUSIONS

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

1. Any boiler that has not been serviced in the 12 months before it breaks down.
2. Circumstances known to **You** prior to the date this insurance began.
3. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
4. Any claims arising from or relating to appliances.
5. Any system, which has been incorrectly used or modified, or has been tampered with.
6. General wear and tear.
7. Failure or damage caused by faulty or defective design of pipework including, for example, delamination found in pitch fibre pipe construction.
8. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
9. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
10. Replacement or adjustment to any decorative or cosmetic part of any equipment.
11. Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.

12. Wilful act or omission, lack of maintenance or neglect by **You**.
13. 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.
14. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
15. Any other costs or damage that are directly or indirectly caused by the event that led to **Your** claim, unless specifically stated in the policy.
16. Claims arising within the first 48 hours from the date this insurance began unless **You** held equivalent insurance immediately prior to the date this policy began.
17. Claims under Section 8 arising within the first 30 days from the date this insurance began unless **You** held equivalent insurance immediately prior to the date this policy began.
18. Any costs that would be more appropriately recovered under any other insurance.
19. Circumstances which are not sudden or unforeseen.
20. Circumstances where **We** have gone beyond **Your** insurance policy's **Claim Limit** or policy cover.
21. Claims where **Our Contractor** has advised there is no **Emergency Repair** available.
22. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails to correctly recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.
23. 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.
24. Any loss or damage caused by any sort of war, invasion or revolution.
25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
26. 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**.
27. Any loss or damage from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

# GENERAL CONDITIONS

## Giving us all the important information

When **You** application for this insurance is accepted, the **Insurer** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- The **Insurer** may cancel **Your** policy and refuse to pay any claim or
- The claim might not be paid in full.

**We** will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or requires **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

## Claims

Telephone conversations may be recorded in case **You** (or **We**) need a record of what has been said.

When asking for help **You** must contact the Claims Helpline Service. If **You** contact the **Contractors** directly, the work will not be covered.

There might 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 **Your Home** is safe and, if needed the **Contractor** will provide **You** with a quotation for a suitable repair.

Please note that if **You** should use the services of a **Contractor** before **You** to make contact with the Claims Helpline Service **You** will be responsible for any costs.

**You** are responsible for making sure that any **Contractor** has access to **Your Home**, so that they can carry out the **Emergency Repairs**. **You** are responsible for making any necessary arrangements with tenants living at the property.

If there is a major emergency which could result in serious damage or serious injury **You** must contact the supply company and/or the public emergency services immediately. Gas leaks must be reported to the local gas company immediately.

## Keeping the terms & conditions

**You** must comply with the terms and conditions of this insurance, or **We** won't have to pay any claim.

## Recovery of Costs

**We** may take proceedings (which **We** will pay for) in **Your** name to recover any sums paid under this insurance.

## Fraudulent or Exaggerated Claims

If any claim made by **You**, or anyone acting on **Your** behalf, under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- not pay **Your** claim; and
- recover (from **You**) any payments **We** have already made in respect of that claim; and
- cancel **Your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act;

If **We** cancel **Your** insurance from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

### Sanctions

The **Insurer** will not provide cover and/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.

### Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**).

### Data Protection

**We** will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit **Our** website <https://www.arclegal.co.uk/privacy-policy/> and the **Insurer's** website <https://amtrustinternational.com/dpn>.

### What we do with your personal information

**We** might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons. If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

### 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.

### Notices

Any letter or notice concerning this insurance will be considered to be properly issued if it is sent to the last known address of the person intended to receive it.

### Take Care

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

Where a **Temporary Solution Or Repair** has been carried out, it will be **Your** responsibility to carry out repairs or work to permanently resolve the cause of the emergency. If **You** don't carry out the permanent repair **We** will not appoint a **Contractor** to carry out any more **Emergency Repairs**.

### Cancellation

**Your** right to cancel:

**You** can cancel this insurance at any time telling **Your** insurance adviser and giving 14 days written notice. If **You** do this within 14 days of taking out this insurance, **You** will get a refund of premium if **You** have not already made a claim under the insurance. If **You** cancel at any time after the first 14 days, **You** will get a refund of premium for the remaining term of this insurance if **You** have not made, and do not intend to make, a claim.

The **Insurer's** right to cancel:

The **Insurer** can cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the **Schedule**, or alternative address given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim.

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

## Claims Helpline Service

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

Emergency Claims Helpline Number: 01384 884040. 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 the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

## Complaints Procedure

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

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus 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 plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** can refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

### Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 615000  
Email: customerservice@arclegal.co.uk

### The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 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.)

Email: complaint.info@financial-ombudsman.org.uk

## Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 (freephone) or 020 7741 4100.

## Authorisation

This policy is administered by Arc Legal Assistance Ltd who are 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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

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My Holiday Home Insurance  
Royal House  
Queenswood  
Newport Pagnell Road West  
Northampton NN4 7JJ

**Telephone: 01604 946 682**

**E-mail: [info@myholidayhomeinsurance.co.uk](mailto:info@myholidayhomeinsurance.co.uk)**

**Website: [www.myholidayhomeinsurance.co.uk](http://www.myholidayhomeinsurance.co.uk)**

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