



totallandlord[®]
i n s u r a n c e

Policy Wording
Your Terms and Conditions

Total Landlord Emergency Cover Policy Wording



LEGAL SERVICES

Arranged by: Total Landlord Insurance

Please read this policy carefully to familiarise yourself with the terms and conditions, as well as the claim reporting procedures. The first part of the document briefly explains the cover and gives information regarding making a claim or a complaint. Page 05 onwards contains the full terms and conditions of the policy.

If you are unsure about anything in this document please contact Total Landlord Insurance.

To make a claim under this policy, please telephone 0333 000 7854. You will need your policy number to hand, which is 507906.

Providing we accept your claim we will arrange for a contractor to quickly contact you about providing assistance.



What Is Total Landlord Emergency Cover?

Whether you live at your property or rent it out to tenants Total Landlord Emergency Cover is an insurance product that will get you immediate assistance to respond to an unforeseen emergency which causes or could cause significant property damage, danger, or distress to your family or tenants living at your property. Emergencies that affect residential property can be stressful and sometimes difficult to resolve, but with Total Landlord Emergency Cover you will have peace of mind knowing that we are with you every step of the way.

Cover Is Provided 24 Hours A Day, 365 Days A Year For:

- Call out charges
- Labour up to a maximum of 2 hours
- Parts & materials up to a maximum of £100
- Alternative accommodation costs up to a maximum of £250 for your family or tenants

The maximum payable per claim is £1000.

Emergencies Covered Are:

- Breakdown of the main heating system
- Plumbing and drainage problems
- Damage to or the failure of external doors, windows or locks which compromises the security of **Your Property**
- Breakage or failure of the sole toilet unit
- Loss of the domestic power supply at **Your Property**
- Lost keys
- Vermin infestation.

Who Is ARAG?

ARAG plc is part of ARAG SE, one of the world leaders in specialist insurance. ARAG is actively assisting customers in Europe and the USA, generating a premium income of over €1.5 billion. ARAG plc is authorised and regulated by the Financial Conduct Authority (firm reference no. 452369) and is authorised to administer this insurance on behalf of Brit Syndicate 2987 at Lloyd's. Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Limited which is authorised and regulated by the Financial Conduct Authority, registration number 204930. You can check this by visiting the FCA website at www.fca.org.uk

Who Is Total Landlord Insurance?

Total Landlord Insurance is a trading name of HFIS plc. HFIS plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

What Happens If I Change My Mind After Taking Out The Policy?

The Policy provides you with a 14 day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in condition 6 of the Policy wording. (See page 08).



Claims Procedure

If there is an emergency at **Your Property** please contact us on 0333 000 7854 straight away with **Your** policy number. You will need **Your** policy number, which is 507906. We will ask you for your name, the property address, postcode, and the nature of the problem. Depending on the circumstances we will decide on the best course of action to mitigate your loss and/or repair the damage. You should not call out your own contractors as we will not pay the costs incurred and it could invalidate your cover.

If the incident relates to an emergency covered under your policy we will instruct a member of our Emergency Contractor Network. If the incident is not covered by this policy then we can still provide assistance which will be at your own cost. This may also be an event covered by your property buildings and/or contents policy and we will seek to advise you accordingly.

Please note that adverse weather conditions and remote locations may affect normal standards of service. If you need to claim for alternative accommodation you should obtain our authority to incur any costs prior to us reimbursing you. Any major emergency which could result in injury or serious damage to the property must be reported to the Emergency Services or the company that supplied the service. Please note that your call may be recorded for training and security purposes and will be answered as soon as possible.

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 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 from the FSCS.

What Happens If I Have A Complaint?

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. The staff handling your claim should be able to resolve it. 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:

- Tel: 0344 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).



- Email: customerrelations@arag.co.uk
- ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

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

- Tel: 0207 327 5693
- Fax: 0207 327 5225
- Email: complaints@lloyds.com
- Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

- Tel: **0800 023 4567** if calling from a landline or **0300 123 9123** if calling from a mobile
- Email: enquiries@financial-ombudsman.org.uk
- Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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

Total Landlord Emergency Cover

This policy is evidence of the contract between **You** and the **Insurer** and it should be read together with **Your** policy schedule.

Your Policy Cover

If an **INSURED EVENT**, or more than one **INSURED EVENT** that originates from the same cause, leads to an **Emergency** at **Your Property** the **Insurer** will pay **Your Costs & Expenses** up to the **Limit of Indemnity** provided that:

- 1) **You** have paid the insurance premium,
- 2) **Your Property** is located within Great Britain and Northern Ireland
- 3) The claim is reported to **Us**
 - during the **Period of Insurance**
 - immediately after **You** first become aware of circumstances which could give rise to a claim under this policy
- 4) **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 at **Your Property**

2. Plumbing & Drainage

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system likely to cause damage to **Your Property** or its contents

3. Property Security

Damage to or the failure of external doors, windows or locks which compromises the security of **Your Property**

4. Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in **Your Property**

5. Domestic Power Supply

The failure of the domestic electricity or gas supply

6. Lost Keys

The loss of the only available keys if **You** cannot replace them to gain access to **Your Property**

7. Vermin Infestation

Vermin causing damage inside **Your Property** or a health risk to the occupants

8. Alternative Accommodation Costs

Overnight accommodation costs including transport to such accommodation for occupants of **Your Property** up to £250 following an **Emergency** which renders the **Property** uninhabitable.

What Is Not Insured By This Policy

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

1. **Costs & Expenses** which have been incurred before **We** accept a claim
2. an Insured Event which happens within the first 48 hours if **You** take out this policy at a different date from **Your Property** buildings and/or contents insurance policy
3. **Costs & Expenses** where there is no one at **Your Property** when the **Contractor** arrives
4. any matter occurring prior to, or existing at the start of the policy, and which **You** knew or ought reasonably to have known 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. a central heating boiler which
 - a) is more than 15 years old and/or
 - b) has not been subject to an annual service within the last twelve months
7. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr
8. the cost of replacing or adjusting any decorative part of any equipment or of making permanent repairs to **Your Property**:
 - a) once the emergency situation has been resolved including any redecoration or making good the fabric of the building
 - b) arising from damage caused in the course of the repair or investigation of the cause of the **Emergency**
9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
10. damage incurred in gaining access to **Your Property**
11. the failure to maintain any system or equipment or the replacement of parts that gradually wear and tear over time
12. garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
13. **Your Property** being left unoccupied for more than 30 days consecutively unless **You** usually let out **Your Property** and are actively seeking a tenant
14. goods or materials covered by a manufacturer's, supplier's or installer's warranty
15. the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
16. houses of multiple occupation
17. a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
18. subsidence, landslip or heave
19. blockage of supply or waste pipes to **Your Property** due to freezing weather conditions;
20.
 - 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, 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, the burden of proving the contrary shall be upon **You**.



Conditions Which Apply To This Policy

Failure to keep to any of these conditions may lead the **Insurer** to cancel this policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Costs & Expenses** from **You** should this occur.

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 cause, event or circumstances which could give rise to a claim under this policy
- 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 **Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**
- h) minimise any **Costs & Expenses** 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

2. Our Consent

We must give **You** **Our** consent to incur any **Costs & Expenses**. The **Insurer** does not accept any liability for **Costs & Expenses** incurred without **Our** consent.

3. Settlement

The **Insurer** has the right to settle the claim by paying **You** the value of **Your** claim.

4. Arbitration

If there is a dispute between **You** and **Us** about the handling of a claim **You** can use our internal complaints procedure as described on page 4 of this policy. If the matter remains unresolved it can be referred to the Financial Ombudsman Service for arbitration.

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 this policy will be forfeited including the premium.

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.
- b) After the first 14 days of cover **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 notified a claim which has



been or is subsequently 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 **Us** or 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.

7. Jurisdiction

This policy will be governed by English Law.

8. Data Protection Act

You agree that any information provided to **Us** and/or the **Insurer** regarding **You** will be processed by **Us** and/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

9. 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 other than any person or business appointed as **Your** agent to manage the letting of **Your Property** to the extent that any such agent has acted on **Your** behalf to bring a claim under this policy.

Meaning Of Words & Terms

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

Contractor

The contractor or tradesman appointed by **Us** to help with **Your Emergency**.

Costs & Expenses

- a) Costs reasonably and properly incurred by the **Contractor**
- b) Alternative Accommodation Costs incurred under Insured Event 8.



Emergency

A sudden unexpected event occurring during the **Period of Insurance** which in **Our** opinion requires immediate remedial action in order to:

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

Your Property

Your residential dwelling that is located in Great Britain and Northern Ireland and which is

- a) occupied by **You** and **Your** family members as **Your** main home or
- b) provides self-contained accommodation for let to tenants for residential purposes

Insurer

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

Limit Of Indemnity

The **Insurer** will pay the following **Costs and Expenses** subject to a maximum of £1000 in total:

- The **Contractor's** call out charges, and/or
- Up to 2 hours **Contractor's** labour costs, and/or the following:
- Parts & materials up to £100, and/or
- Alternative accommodation costs under insured Event 8 up to a maximum of £250.

Period Of Insurance

The period as shown in **Your** schedule.

Vermin

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

We/Us/Our

ARAG plc 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 schedule to which the policy attaches.





Total Landlord Insurance

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It's good to know that you've made the right choice.

Total Landlord Insurance is a trading name of HFIS plc.
HFIS plc is authorised and regulated by the Financial
Conduct Authority.

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Registered in England: 3252806