

AA Home Emergency Cover

Welcome to AA Insurance Services

A warm welcome and thank you for choosing to buy this Home Emergency Cover. Our aim at AA Insurance Services (AAIS) is to combine value for money with peace of mind.

Reporting an emergency

1. Please contact us as soon as you are aware of a home emergency on **0800 316 3984**. We may decline to attend any event which has not been reported promptly after it first occurs because such event may no longer be classified as an emergency.
2. **Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.**
3. AXA Assistance will assume responsibility for negotiation, agreement or settlement of all policy claims and will try to find a suitable repairer as soon as possible. In some circumstances, it may not be possible to get a suitable repairer to you as quickly as we would like if:
 - The weather is too bad;
 - There are industrial disputes official or otherwise;
 - The public transport system fails (including the road and railway networks and repairs to them); or
 - There are other problems which prevent someone gaining access to your home or which makes providing the service impractical.
4. Only charges of repairs instructed by AXA Assistance will be paid by the insurer.
5. The insurer will pay the claim subject to the terms exclusions and conditions of this Home Emergency Cover.
6. As a Home Emergency Cover customer you are also entitled to a dedicated AA helpline for one off chargeable repairs at preferential rates, call **0800 316 3984**.

Financial Services Compensation Scheme (FSCS)

Your insurer is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if your insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claims. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Demands and Needs

This policy meets the demands and needs of customers who require cover for emergencies in their home such as broken windows, damaged locks, failure of plumbing, drainage or a wasp/hornet infestation

Renewing your cover

This policy can only be renewed along with your AA Home Insurance and we'll send you renewal terms for both at the appropriate time.

Any other questions?

We'll be happy to explain any part of this policy, answer your questions and make changes to your personal details.

Customer services helpline

0343 316 1617

for policy advice and questions

If you need to complain

AAIS aims to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

a) There are several ways you can contact us:

Phone: **0344 209 0556**

Email: customersupport@theaa.com

Post: Member Relations, The Automobile Association, Lambert House, Stockport, Cheadle, Cheshire, SK8 2DY

Fax: **0161 488 7544**

Text phone: **0370 600 1303**

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

b) There are several ways you can contact them:

Phone: **0800 0234 567** or **0300 1239 123**

Website: www.financial-ombudsman.org.uk

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

Post: Insurance Division, The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

This complaints procedure does not affect your statutory rights.

Please make sure you always quote your policy number from your statement of insurance.

Your Home Emergency Cover Policy Wording

Your AA Home Emergency cover has been arranged by the Automobile Association Insurance Services Limited (AAIS), which is an insurance intermediary, authorised and regulated by the Financial Conduct Authority. Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England number 2414212.

This policy is underwritten by Inter Partner Assistance SA (IPA) UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available on request. Inter Partner Assistance SA firm register number is 202664.

This company can be checked on the Financial Services Register by visiting the Financial Conduct Authority's website at <http://www.fca.org.uk>.

Inter Partner Assistance SA (IPA) has agreed to insure you for the costs of assistance provided under your AA Home Emergency cover and subject to the terms, conditions and exclusions in this policy wording and for which you have paid or agreed to pay the required premium.

Your Statement of Insurance and policy wording should be read together as one document to form your assistance cover. Inter Partner Assistance SA (IPA) has relied on the information and statements you provided to AAIS, when agreeing to provide indemnity. Please read your documents carefully to make sure the information provided is correct and that the cover meets your needs.

Definitions – These apply to Home Emergency Cover only

Certain words contained in this policy document have specific meanings.

To help **you** identify these words in this policy document **we** have printed them in **bold** and **italics** from this point.

AAIS - Automobile Association Insurance Services Limited

Emergency - A sudden unexpected event that from the details **you** provide requires immediate action to prevent damage or further damage to **your home** or to make **your home** safe or secure or habitable.

Engineer/Repairer - The person providing the services

Home - The private dwelling being either a house, bungalow, flat or maisonette (which may also be multi tenanted or sub let by landlords) named in the **statement of insurance**, this excludes all detached outbuildings and garages, sheds and communal areas. The **home** must be a single self-contained unit with its own front door.

Insured event - An incident giving rise to a valid claim under this cover.

Insurer - Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group.

Period of insurance - The period of cover as shown in the **statement of insurance**.

Policyholder - The person(s) named in the **statement of insurance**.

Property - The **home** and land within its boundary excluding any shared or communal areas.

Statement of insurance - The document which gives details of **you**, the **insurer**, the **home** and cover.

You, your - The **policyholder**, spouse/partner, and their relatives normally living in the **home**.

We, us, our - Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **you** to receive the **emergency** services described in this Policy using authorised **engineer/repairers**.

Home Emergency Cover

<p>What is covered Your Limits and Cover: The insurer will pay up to £500 (including VAT) for call out, labour, parts and materials following an insured event during the period of insurance.</p>	<p>What is not covered</p> <ol style="list-style-type: none"> 1. Routine maintenance work. 2. Any damage or breakdown related to the domestic boiler and the controls or programmer forming part of the boiler. 3. Any cost, including the cost of parts, relating to work carried out by your own repairer unless it has been agreed by us. 4. Damage to your roof.
<p>Water Escapes An emergency relating to an uncontrollable water escape in your home from: a) the hot and cold water pipes between the main internal stopcock and the internal taps; or b) the cold water storage tank</p>	<ol style="list-style-type: none"> 1) Sections of pipe which are shared. 2) Frozen pipes that have not resulted in confirmed damage. 3) Damage to water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, roofs, or other external property. 4) Damage to rainwater pipes and guttering. 5) Repair or replacement of cylinders, mains cold water stopcock, replacing steel or asbestos water tanks, immersion heaters, heating controls, water circulating and pressure pumps, radiators, radiator valves, shower units and fittings, steel pipes or heated towel rails. 6) Repair or replacement of washers or taps. 7) A leaking central heating radiator where you are able to turn off the radiator and stop the leak. 8) A leak from a gas boiler or appliance
<p>Blocked drains, sinks and toilets An emergency relating to a blockage preventing the flow in: a) a sink or a toilet waste pipe in your home; or b) a drain within the boundaries of your property if you are solely responsible for these. Conventional methods such as rodding and jetting will be used to overcome the emergency.</p>	<ol style="list-style-type: none"> 1) Vacuum drainage systems or the cost of draining down where no appropriate drainage facility is available. 2) Repair or replacement of Saniflo systems or sanitary ware, shower trays or enclosures, and associated pumps. 3) Repairing or replacing soakaways (a pit filled with rubble for water to drain into), cesspits, treatment plants and their overflow pipes. 4) Claims relating to blockages which are found to be in external pipes that are outside the boundaries of your property or any shared pipes. 5) Repairs to damage caused by collapsed drains or tree roots. 6) Investigatory work requiring digging or the use of cameras.
<p>Broken Windows An emergency relating to breakages to external windows. An emergency repair will be carried out using boarding or similar material to resolve the immediate emergency.</p>	<ol style="list-style-type: none"> 1) Claims for criminal damage when this has not yet been reported to the police and a crime reference number obtained. 2) Claims relating to windows that are shared/communal and that are not part of your property. 3) Damage to windows over 2 storeys high which require external access.

<p>Damaged Locks</p>	
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<p>An emergency relating to: Damage to locks on external doors where you are unable to secure your home.</p>	<p>1) Replacement of damaged locks if your home remains secure and you have other means of access. 2) Claims for criminal damage where a crime reference number has not been obtained. 3) Repair or replacement of complete multi point locking mechanisms. 4) Claims relating to doors for garages, outbuildings, sheds and communal doors that are not part of your home. 5) Provision of replacement or duplicate keys.</p>
<p>Wasps and Hornets Removal of wasps and hornets from your home where evidence of an infestation has been found.</p>	<p>1) Wasps and hornets outside of your home unless a nest is attached to the main structure of your home. 2) The removal of the nest itself (once treated this will not pose a further threat. 3) Infestation known to exist prior to commencement of cover.</p>
<p>Fire or Burglary Repairs to make your home safe, secure or habitable if required (and possible).</p>	<p>1) Claims for criminal damage where a crime reference number has not been obtained.</p>
<p>Internal Domestic Gas Supply Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999 Following attendance by the National Gas Emergency Service, an emergency as a result of damage to the internal domestic gas supply pipe, between the meter and the gas appliance, which has resulted in the reported leak.</p>	<p>1) Leaks resulting from the appliance itself. 2) Repair or replacement of gas appliances. 3) Servicing or repair of your boiler or central heating system resulting from the gas supply failure.</p>

General exceptions:

- Systems or structures which have not been installed or fitted by a suitably qualified workman, unless they were installed or fitted prior to **you** becoming the occupier of **your home**.
- Any claim as a result of circumstances which **you** knew about before the start of cover under this section.
- Any claim as a result of a fault that needed repairing before the start of cover or one which was not adequately repaired previously.
- Damage because **you** have not used any of the systems or structures covered by this policy properly.
- Indirect loss of any kind.
- Damage caused by a deliberate act by **you** or anyone else living in **your home**.
- Mechanical or electrical breakdown or failure of any domestic appliance or anti-theft device.
- Any expense which **you** would have incurred anyway to protect **your home** against loss or damage if no **insured event** had taken place.
- Any loss or damage that is covered under a more specific policy.
- Any fall in market value as a result of repairs or reinstatement.
- Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
- Any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Any legal liability, loss or damage to **your property**, or any resulting loss or expense directly or indirectly caused by, or contributing to, or arising from: ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment, or its nuclear parts.
- Loss, damage, or any resulting loss or liability or injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is: caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance at your property**; and reported to the **insurer** within 30 days of the end of the **period of insurance**.
In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
- Loss, damage, cost of expense of whatever nature, directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing at the same time, or in any other sequence to the loss.
For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people, 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 and/or to put the public, or any section of the public in fear.

General conditions

1. Your duty

The insurance cover provided depends on the terms and conditions in this policy document. **You** must comply with these terms and conditions to have the full protection of **your** policy.

It is **your** duty to provide **us** with correct information and answer **our** questions with reasonable care and honesty, truthfully and completely. **You** must tell **us** as quickly as possible if **you** change **your home** address.

If **you**, or anyone acting for **you**, have deliberately misrepresented the answer to **our** questions, or misrepresented any answers provided to online questions by manipulating an answer and these answers have:

- influenced **our** decision to provide **you** with insurance **we** would otherwise not have agreed to provide, or
- influenced the terms and conditions on which **we** have provided cover, or
- prevented **us** from charging the correct premium

we will:

- treat **your** policy as if it never existed and return any premium **you** have paid for the policy, unless **we** have identified a false or fraudulent claim when General Condition 3 will also apply; and
- serve **you** with a 7 day notice of cancellation on all other policies that **you** hold with **us**.

If the misrepresentation is not deliberate but is careless **we** will either:

- treat **your** policy as if it never existed and return any premium **you** have paid for the policy if **we** would not have accepted the risk had **you** given the correct information; or
- amend **your** policy details to record the correct information, apply any terms that would have been applied had **you** given the correct information, and charge and collect any additional premium due.

2. Making a claim

To ask for **emergency** assistance **you** must call the helpline number within 24 hours of discovering the **emergency**.

Home Emergency Cover is for **emergencies** only and does not apply to any claim that is not an **emergency**.

If **you** are not the registered owner of the **property**, but are the registered tenant, then for cover to be valid **you** must, at the time of making a claim, confirm that **you** have the registered owner's consent to allow **AAIS** or **their** representatives to deal with the **Insured Event**, remedial work and/or service (as applicable) in the property **you** are renting. If these conditions are not fulfilled then **we, and/or AAIS** reserve the right not to provide service and/or cover under the terms of **your** policy.

3. Fraudulent claims

If **we** discover that **you**, anybody insured by this **policy**, or anyone acting for **you** has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **our** questions or withheld any relevant information in order to influence **us** to accept a claim;
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by **us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void

we will investigate the claim and this could result in legal action by **us**.

We may:

- treat **your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **you** have paid for these policies;
- serve **you** with a 7 day notice of cancellation on all other policies that **you** hold with **us**;
- pass details to the Police and fraud prevention agencies; or
- refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs that **we** have incurred;

4. Cancellation

Procedures are explained below dependent on who invokes cancellation.

The **Policyholder**

If **you** need to cancel this policy contact **AAIS** on **0343 316 1617**.

Where the **policyholder** cancels the AA Home Insurance Policy then this Home Emergency Cover will also be cancelled on the same date.

You will, for a period of 14 days from the date **you** receive the policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund. This refund will be subject to a charge for the period of cover **you** have received, except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be entitled to a full refund of the premium **you** have paid.

Beyond the above period, **you** may cancel this insurance at any time but no refund will be provided.

AAIS (Instalment defaults)

If **you** are paying by instalments **you** irrevocably authorise **AAIS**, as **your** agent, at **AAIS'** discretion to cancel this insurance following and in accordance with any default notice sent to **you**.

You also irrevocably authorise **AAIS** to receive any refund of premium and apply it to pay or reduce any sums owed to **AAIS**. Any residual balance of return premium will be paid to **you**. Please note where a claim has arisen under this insurance and the policy is cancelled under this paragraph, no refund will be available and **you** must pay the sum **you** owe to **AAIS** contained in the default notice in full.

AAIS (excluding Instalment defaults)

In the event of the **insurer** becoming insolvent or becoming unable to pay its debts or ceasing to trade or taking or being the subject of any step in any form of insolvency proceedings, **you** irrevocably authorise that **AAIS** may, as **your** agent, at **AAIS** discretion, cancel this insurance by sending notice of cancellation to the **insurer** and by sending at least seven days notice of cancellation by recorded delivery to **your** last known address. **You** also irrevocably authorise **AAIS** to receive any refund of premium. A full pro rata premium refund will be allowed from the date of cancellation unless a claim has arisen under this insurance prior to such cancellation during the current **period of insurance**.

Insurer

The **insurer** may cancel this insurance by sending at least seven days written notice to **your** last known address. A full pro rata premium refund will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the policy.

Any such cancellation by **you**, the **insurer** or **AAIS** will not affect any rights and responsibilities arising before cancellation takes place.

5. The law and language which applies to the policy

The **policyholder** and the **insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which the **policyholder** resides at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If the **policyholder** is not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

The terms and conditions and all other information concerning this insurance are supplied in the English language and **AAIS** undertake to communicate in this language for the duration of the policy.

Save for the rights granted to **AAIS** under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

Data Protection

Details of **you, your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, providing emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include;

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

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- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities both within the UK and in & outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer

The Quadrangle

106-118 Station Road

Redhill

RH1 1PR

UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk

Alternatively, a hard copy is available from **us** on request.

See **your** AA Home Insurance policy booklet for more information on the use of **your** personal data.

