









mbna

Home Emergency policy

Your terms and conditions.
Please keep them safe.



In this booklet

	Summary of cover	4
	Things you need to know	5-7
	Definition of words	8-11
	General conditions	12-13
	General exclusions	14-15
	Home Emergency T&C's	16-21
	Making a claim	22
	Making a complaint	23

Welcome

Thank **you** for taking out MBNA Home Emergency insurance with **us**.

Your policy schedule shows the address of the property that is covered and any special terms or conditions that may apply.

If there is anything **you** do not understand, **you** should call MBNA Home Emergency on **0345 641 9776** or email **mbnahomeemergencyservice@allianz.com**.

About this policy

This policy is an emergency policy and not a buildings or contents policy. It should complement **your** home insurance, and provide benefits and services which are not normally available under that type of policy.

This policy does not cover normal day-to-day property maintenance such as attention to items which tend to gradually wear over a period of time, or need periodic attention, for example the de-scaling of central heating pipes or replacement of taps and cistern washers.

We aim to provide rapid, expert help if **you** suffer an emergency arising from an incident covered under this policy. **We** will arrange for one of **our** list of approved contractors to attend and take actions to stabilise the situation and resolve the **emergency**.

Important telephone numbers



Gas Leaks (National Gas Services)	0800 111 999
24hr home emergency (Always call within 48 hours of discovering the emergency)	0345 641 9775
Customer service (For general enquiries. Lines open Monday to Friday, 9am - 5:30pm)	0345 641 9776

Summary of cover

The following is only a summary of the main cover limits. **You** should read the rest of the policy for the full terms and conditions.

Cover	Limit (up to)
Home emergency	<ul style="list-style-type: none">• No limit - Initial advice• No limit - Arranging assistance• £1,000 - Call out, labour and material costs and overnight accommodation• £500 - Replacing your boiler• All limits shown are inclusive of VAT



Your policy does not cover everything. **You** should read this policy carefully to make sure it provides the cover **you** need.

Things you need to know

Insurer

Your MBNA Home Emergency insurance is underwritten by AWP P&C SA and administered in the United Kingdom by Allianz Assistance.

How your policy works

Your policy and policy schedule is a contract between **you** the **insurer** and **us**. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of cover**.

Your policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy.

Cancellation rights

If **you** wish to cancel **your** policy **you** should contact MBNA Home Emergency on **0345 641 9776** or email **mbnahomeemergencyservice@allianz.com**.

Your premium will be refunded in full if **you** cancel the policy within 14 days of the start date shown on **your** policy schedule, or the date **you** received **your** policy documents (whichever is later). If however **you** have made a claim during the **period of cover**, no refund of **your** premium will

be given. If **you** cancel the policy after this 14 day period, **you** will receive a refund of the proportionate amount of the premium, as long as no claim has been made during the **period of cover**.

If **you** do not cancel, **your** policy will remain in force in accordance with the policy terms and conditions.

Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number **0800 678 1100** or **020 7741 4100**, or by visiting their website at **www.fscs.org.uk**

Governing law

Unless agreed otherwise, the law of England and Wales will apply to this policy and all communications and documentation will be in English.

Contracts (Rights of Third Parties) Act 1999

We, the **insurer** and **you** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Renewal of your insurance cover

We will send **you** a renewal notice at least 21 days prior to the end date of the **period of cover** as shown on your policy schedule.

We may vary the terms of **your** cover and the premium rates at the renewal date.

Data protection notice

We care about **your** personal data.

This summary and **our** full privacy notice explain how AWP Assistance UK Ltd, trading as Allianz Assistance (**we, our, us**) protects **your** privacy and uses **your** personal data.

Our full privacy notice is available at www.allianz-assistance.co.uk/privacy-notice/

If a printed version is required, please write to Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon CR9 6HD.

How will we obtain and use your personal data?

We will collect **your** personal data from a variety of sources including:

- Data provided to **us** by Lloyds Bank Insurance Services Limited to facilitate this policy; and
- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties such as engineers who provide boiler breakdown and repair services.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including administering this policy.

Who will have access to your personal data?

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as heating engineers;

- To meet **our** legal obligations including providing information to the relevant ombudsman or regulator if **you** make a complaint about the product or service **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

How long do we keep your personal data?

We will retain **your** personal data for a maximum of seven years from the date the insurance relationship ends. If **we** are able to do so **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

Where will your personal data be processed?

Your personal data will be processed within the United Kingdom (UK) and the European Economic Area (EEA).

What are your rights in respect of your personal data?

You have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;

- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to **you** or a new insurer; and
- To file a complaint.

Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

How can you contact us?

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:



By post:
Customer Service (Data Protection),
AWP Assistance UK Ltd, 102 George
Street, Croydon CR9 6HD



By telephone:
020 8603 9853



By email:
AzPUKDP@allianz.com

Definition of words

When the following words and phrases appear in the policy or policy schedule, they have the meanings given below. These words are highlighted by the use of bold print.

Beyond economical repair

The point at which **our tradesperson**:

- considers the cost of parts and labour to repair the boiler is greater than our estimated value of the boiler;
- considers the boiler to be in **poor condition**;
- is unable to obtain the required spare parts to complete the **emergency repair** within 28 days.

Emergency/emergencies

A sudden and unforeseen domestic situation which, if not dealt with quickly, will:

- make **your home** unsafe or insecure
- damage, or cause further damage to **your home** or its contents
- result in **your home** losing its main source of heating, lighting or water.

Emergency repair(s)

Work carried out by **our tradesperson** to resolve the immediate **emergency**. This may involve a **temporary repair** or **permanent repair**. When we make a repair **we** will leave **your home** safe and habitable, but **we** will not be responsible for reinstating it to its original condition.

We will make a **permanent repair** if this can be carried out during the same visit and at a similar cost to the temporary repair. If a permanent repair is not possible or the cost difference is significant, **we** will make a **temporary repair** and **you** will need to replace this with a **permanent repair** at **your** own cost within 30 days.

Home

The private property that **you** or **your** family own and live in, the address of which is shown as the insured property on **your** policy schedule. Please note there is no cover for garages or out buildings which cannot be accessed by an internal door from the main property.

Insurer

AWP P&C SA.

Multi-occupancy property

A building, part of which is **your home**, where there is shared responsibility for all or part of the amenities and structure, for example a maisonette, apartment or flat.

Period of cover

Cover begins from the cover start date shown on **your** policy schedule and continues for 12 months as long as **your** premium has been paid. Cover will finish immediately on the end date as shown on **your** policy schedule or immediately if the policy is cancelled by **you** or **us**.

Permanent repair

Work needed to put right any loss or damage to **your home** caused by the **emergency**.

Poor condition

A badly maintained boiler, examples of which can be evidenced by:

- rust build up from ongoing leaks that have not been dealt with;
- genuine parts not being fitted;
- tampering by third parties that has not been carried out in accordance with the manufacturer's guidelines;
- sludge and scale in the system found following a water treatment test.

Primary heating system

The main heating system in **your home**, including a domestic boiler (a boiler that produces a power output of up to 150,000 British Thermal Units/44 kilowatts). This includes both the central heating and/or hot water systems and extends to:

- the programmer;
- the central heating pump;
- thermostats (but not smart/internet connected thermostats); and
- radiators.

Please note that **we** do not cover any form of solar heating, under floor heating system, warm air heating or non-domestic central heating boilers and associated systems.

Your central heating boiler should be properly installed and repaired, in accordance with the manufacturer's recommendations and serviced and maintained at least every 24 months.

Written confirmation of **your** last boiler service (within the last 24 months) will be required in the event of a claim.

Temporary repair

Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a **permanent repair** at **your** own cost within 30 days.

Trace and access

The process of identifying and locating the source of the **emergency** or gaining the necessary access to resolve the **emergency**.

Tradesperson/ tradespersons

A qualified person approved and instructed by **us** to provide domestic **emergency** repair services.

We, Our, Us

AWP Assistance UK Ltd trading as Allianz Assistance who administer this policy on behalf of the **insurer**.

You

Any person normally residing in **your home**.

Your

Belonging to the policyholder.

General conditions

We will act in good faith in all **our** dealings with **you**.

1

We will only pay the benefits under this policy if **you** contact **us** first within 48 hours of discovering the **emergency**.

2

We will make reasonable attempts to find a suitable **tradesperson**, as long as the service is not affected by:

- poor weather conditions;
- industrial disputes (official or not);
- failure of the public transport system (including the road network); and
- other circumstances that prevent access to **your home** or otherwise make it impractical to offer the service.

3

If the costs exceed the policy limits available under the MBNA Home Emergency cover, **you** will have to pay the remaining costs direct to the **tradesperson** when they provide the service.

4

You will be responsible for the **tradesperson's** call-out charges if:

- having asked for help, **you** are not at **home** when the **tradesperson** arrives;
- the only reason the **primary heating system** was not working, was because **you** did not light it, turn it on or failed to adjust the time or temperature controls.

5

We shall be entitled to:

- refuse to help if **your home** or services have not been maintained in a safe or serviceable condition;
- decide on the most appropriate way of providing help, although **we** will take into account **your** wishes whenever possible; or
- settle **our** part of the claim if **you** have any other insurance covering the same loss or damage.

6

We will arrange to supply and fit replacement parts when they are needed and if they are covered under the policy. If **you** ask that more expensive parts are fitted, **you** will have to pay the extra cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the manufacturers, or their suppliers or agents, supplying spare parts.

7

We may cancel the policy by giving **you** 30 days' notice to **your** last known address if:

- **you** tell **us** something that is not true, which influences **our** decision as to whether cover can be offered or not;
- if **you**, or anyone acting for **you**, make a claim under this policy knowing it to be dishonest, intentionally exaggerated or fraudulent in any way, or if **you** give a false declaration or deliberate mis-statement when applying for this insurance or supporting **your** claim;

- **you** use or threaten violence or aggressive behaviour (including the use of foul or abusive language) towards **our** staff, **tradespersons** or their property;
- **you** fail to keep **your** premium payments up to date; or
- **you** abuse the service, for example if **you** make frequent claims to clear a drain which has been blocked because of **your** improper use.

Any return of premium will depend on how long the policy has been in force and whether **you** have made any claims. **Your** refund will be worked out from the date the cancellation notice period ends.

8

This is not a maintenance contract and is for an **emergency** only. **We** have the right to cancel the insurance if the service is being abused, for example if **you** make frequent claims to clear a drain which has been blocked because of **your** improper use.

General exclusions

The following exclusions apply to the whole of **your** policy:

1

Any **emergency** arising from circumstances known to **you** before the start date of **your** policy.

2

Costs **we** have not authorised. Always phone **us** first.

3

Routine maintenance of equipment, supplies or services in **your home**.

4

Repairs to any system, equipment or facility which has not been installed or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any manufacturer's or designer's fault.

5

Any wilful act by **you**, or something **you** fail to do that causes an **emergency**.

6

Claims that happen when **your home** is left unoccupied for more than 60 days in a row.

7

Claims arising from the interruption, failure or disconnection of public services to **your home** (including the electricity, water or gas supply), however they are caused.

8

Claims arising as a result of wear and tear.

9

Any repair that requires **trace and access** works to be completed.

10

Any subsequent claim relating to the same problem where:

- **permanent repairs** have not been carried out within 30 days of **our tradesperson** attending the initial **emergency**, to prevent the **emergency** recurring; or
- further work is needed after our **tradesperson** resolved the immediate **emergency** by completing a **temporary repair**.

11

Any destruction or damage to any property, or any loss or legal liability caused by or arising from:

- radioactive contamination;
- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power;
- riot, violent disorder, civil commotion, strikes or labour disturbances; or
- pollution or contamination of any kind.

12

Any loss, cost or expense that is not directly caused by the event that led to **your** claim.

13

The removal of asbestos, unless necessary to be able to make the repairs covered by this policy.

14

Any **permanent repairs** that should more specifically relate to a home insurance claim.

15

Your home being used for business purposes (other than clerical work).

16

Any claim relating to domestic appliances.

17

Replacing or making permanent repairs to paths or driveways, which have had to be removed to deal with the **emergency**.

Home Emergency T&C's

What is covered ✓	What is not covered ✗
<p>We will:</p> <ul style="list-style-type: none">✓ Provide initial advice to you;✓ Arrange for a tradesperson to attend your home;✓ Pay up to £1,000 in total (incl. VAT) for each emergency claim incident, towards labour costs (including call out charges, materials and parts required to effect emergency repairs in your home and overnight accommodation); <p>We will only provide this cover if the emergency happens during the period of cover and it is caused by one or more of the following:</p>	<p>⚠ In addition to the following exclusions, please refer to the General conditions and General exclusions that also apply.</p>
<p>Primary heating system</p> <ul style="list-style-type: none">✓ Complete failure or breakdown of either the heating and/or hot-water supply provided by the primary heating system.✓ If your boiler is beyond economical repair or replacement parts are no longer available, we will also pay up to £500 in total (incl VAT) towards the labour and parts to replace the boiler, once we receive confirmation that the boiler has been replaced.	<ul style="list-style-type: none">✗ Central-heating fuel tanks.✗ Energy management systems, including smart/internet connected thermostats.✗ Any form of solar heating, under floor heating system (not including the supplying boiler and controls), warm air heating and any non-domestic central heating boiler and associated system.✗ Boilers not installed or repaired in accordance with the manufacturer's recommendations.✗ Claims where you cannot provide written evidence that the primary heating system has been serviced within the last 24 months.

What is covered ✓

Primary heating system

What is not covered ✗

- ✗ Claims for re-lighting boilers or resetting/adjusting the timing or temperature controls.
- ✗ Cost of repairing a boiler that is **beyond economical repair**.
- ✗ **We** will not re-attend a boiler repair that has previously been deemed to be **beyond economical repair**. **Your** policy will continue without boiler cover until **your** boiler is replaced.
- ✗ De-scaling or any work arising from hard water scale deposits.
- ✗ Replacing boilers, heaters, water tanks, hot water cylinders or radiators.
- ✗ Refilling the heating system with additives.
- ✗ Claims that are covered by a current manufacturer's guarantee.
- ✗ The repair or replacement of flues.
- ✗ Claims for our **tradesperson** to re-attend **your home**, if **your** boiler service documents were not available on their first visit.
- ✗ Claims for any fault where hot water and heating are still available.
- ✗ Claims arising from or made worse by sludge, scale, rust or debris within the **primary heating system** or damage caused by any other chemical composition of the water.

Home Emergency T&C's

What is covered ✓

Plumbing and drainage

Failure of, or damage to, the plumbing or drainage system which will result in water damage inside **your home**. This includes:

- ✓ burst pipes;
- ✓ overflowing water tanks;
- ✓ blocked waste outlets (including toilets); and
- ✓ blocked drains.

What is not covered ✗

- ✗ Cesspits, septic tanks and associated fittings.
- ✗ Blocked toilets and drains not causing water damage inside **your home**.
- ✗ Unblocking a toilet if **you** are still able to use another functioning toilet in **your home**.
- ✗ Replacing water tanks, hot-water cylinders, radiators or sanitary ware.
- ✗ Water escaping from internal plumbing where the water is escaping safely down a drain or can be stopped by switching the water off at a tap or shower.
- ✗ Water escaping from external plumbing that is not causing damage inside **your home**.
- ✗ Claims relating to pipes or drains that are shared as part of a **multi-occupancy property**.
- ✗ Claims relating to domestic appliances (such as washing machines or dishwashers), including flexible hoses, inlet and outlet pipes.
- ✗ Repairing or replacing pipework made of or encased in lead.
- ✗ Claims arising from or made worse by sludge, scale, rust or debris within the **primary heating system** or damage caused by any other chemical composition of the water.

What is covered ✓

Electricity supply

- ✓ Complete failure or breakdown of the electricity supply system within **your home**.

What is not covered ✗

- ✗ Any failure in supplying electricity to the main fuse box of **your home**.
- ✗ Partial failure of the internal electricity supply or where only an intermittent fault exists. This includes where a single socket is not working or where there is no lighting in one room in **your home**.
- ✗ Repairing or replacing wiring encased in lead.

Roofing

- ✓ Damage to the roof of **your home** making it no longer watertight.

⚠ **Emergency repair** may involve making a **temporary repair** such as fitting a tarpaulin to prevent water entering **your home**. Please note that **you** may have to arrange and pay for home maintenance work in order to complete a **permanent repair**. If the loss or damage is covered under **your** home insurance such as storm damage, **you** may be able to make a claim for the costs of a **permanent repair**.

- ✗ Flat roofs.
- ✗ Claims relating to roofs that are shared as part of a **multi-occupancy property**.
- ✗ Claims where **our tradesperson** is unable to identify where water is entering **your home** if there is no visible damage to the roof.
- ✗ Claims relating to guttering (see gutters and downpipes on page 21).

Home Emergency T&C's

What is covered ✓	What is not covered ✗
<p>Security and glazing</p> <p>✓ Failure of, or damage not caused by you to, outside locks, doors or windows which means that your home is no longer secure.</p>	<ul style="list-style-type: none">✗ Any matters relating to security alarms.✗ Any deliberate damage caused by you.✗ Damage caused by an authorised tradesperson gaining access to your home.✗ Replacing keys that have been lost, stolen or damaged.✗ Claims relating to doors or glazing that are shared as part of a multi-occupancy property.✗ Damage to windows over two storeys high, which require external access.
<p>Pests</p> <p>✓ If you need to remove rats, mice or squirrels or the treatment and removal of cockroaches, wasps or hornets nests from your home.</p>	<ul style="list-style-type: none">✗ More than two infestations during the period of cover.✗ Re-infestation where you have failed to follow our advice.✗ Removal of insect or animal nests from outbuildings.

What is covered ✓

Gutters and downpipes


✓ The downpiping and guttering has either failed or been damaged.

What is not covered ✗

- ✗ Blockage or water escape from outside **your home** that is not causing damage inside **your home**.
- ✗ Claims relating to gutters or downpipes that are shared as part of a **multi-occupancy property**.

Uninhabitable accommodation cover

✓ If **your home** is uninhabitable as a result of an **emergency**, **we** will pay up to **£250** in total (including VAT) for overnight accommodation and the cost of transporting **you** there.

 **You** will be responsible for paying the costs of the accommodation and reclaiming the money back from **us** within 30 days of the **emergency** by providing the appropriate receipts.

✗ Claims that **we** have not authorised.

Making a claim

It is vital that **you** follow these steps to get help and claim the benefits available under **your** MBNA Home Emergency insurance if there is an **emergency** that is covered by the policy:

- Stay calm. If the **emergency** involves escaping water or electrical faults, turn off the mains supply immediately if it is safe to do so. Major emergencies which could potentially result in serious damage or injury must be immediately notified to the public supply authority and/or the emergency services.
- If **you** suspect a gas leak call the National Gas Emergency line on **0800 111 999**. Gas leaks are not covered under this policy.

- Please phone MBNA Home Emergency on **0345 641 9775** within 48 hours of discovering the **emergency**. Lines are open 24 hours a day, 365 days a year. (Please note calls may be recorded for monitoring and training purposes).

It is important to remember that **you** must phone MBNA Home Emergency first.

Please do not make any arrangements yourself as **we** cannot refund any costs if **you** do not get **our** prior authorisation.

- Tell **us your** MBNA Home Emergency policy number, full address (including post code) and renewal date. All of this information appears on **your** policy schedule.

- Give **us** as much information as possible about what has happened, so **we** can give **you** advice and arrange the most appropriate help for **you**.

MBNA Home Emergency will arrange for an approved **tradesperson** to come to **your home** and deal with **your emergency**. If the **emergency** is listed under 'What is covered', MBNA Home Emergency will arrange to pay the **tradesperson's** fees (up to the limits of this policy) direct to the **tradesperson**. **You** will be responsible for any extra costs, which may or may not be covered by **your** buildings and contents insurance policy. If the **emergency** is not listed under 'What is covered', **you** must pay all the **tradesperson's** fees.

- **We** must approve overnight accommodation first. Please send any receipted invoices, including **your** policy number within 30 days of the **emergency** to: MBNA Home Emergency, Claims Department, 102 George Street, Croydon CR9 6HD.

Making a complaint

We aim to provide **you** with a first class policy and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

In the first instance, please:



Write to:

Customer Service, Allianz Assistance,
102 George Street, Croydon CR9 6HD



Telephone:

020 8603 9853



email:

customersupport@allianz-assistance.co.uk

Please supply **us** with **your** name, address, policy number and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint, in the shortest possible time.

If **you** are not satisfied with **our** final response **you** can refer the matter to the UK Financial Ombudsman Service for independent arbitration.



Visit:

www.financial-ombudsman.org.uk



Write to:

Financial Ombudsman Service, Exchange Tower, London E14 9SR



Telephone:

0800 023 4567 or **0300 123 9123**



Email:

complaint.info@financial-ombudsman.org.uk

Get in touch

24hr home emergency

(Always call within 48 hours of discovering the emergency)

Lines are open 24 hours a day, 365 days a year.

0345 641 9775

Customer service

(For general enquiries)

Lines are open Monday to Friday 9am – 5:30pm.

0345 641 9776

Do you need extra help?

This policy is available in large print, audio and Braille. Call **0345 641 9776** and we will be pleased to organise an alternative version for you.

MBNA Home Emergency insurance is underwritten by AWP P&C SA and is administered in the UK by Allianz Assistance. Allianz Assistance is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority (FCA).

AWP P&C SA is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Deemed authorised by the Prudential Regulation Authority (PRA). Subject to regulation by the FCA and limited regulation by the PRA. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the FCA's website.

Allianz Assistance acts as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.

The logo for mbna, consisting of the lowercase letters 'mbna' in a bold, teal, sans-serif font.