

landlords home emergency insurance policy

About this policy

This insurance policy has been arranged by Vantage Protect Ltd and is underwritten by UK General Insurance Limited on behalf of: Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Vantage Protect Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check *Our* details on the Financial Services Register <https://register.fca.org.uk/>.

This document and the schedule form a legally binding contract of insurance between *You* and *Us*. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

In return for the payment of *Your* premium We will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by *Us* and during the *period of insurance*.

The aims of this insurance policy

This Policy is an emergency policy and not a household buildings or contents policy. It should complement *Your property* insurance policy, 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 out over a period of time, or need periodic attention, for example the de-scaling of central heating pipes or the replacement of tap and cistern washers.

We undertake 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* nationwide list of approved *contractors* to attend and take action to stabilise the situation and resolve the emergency.

Making a claim

1. Check that the circumstances are covered.
2. Telephone the claims helpline immediately stating *Your* policy number on 0116 2437911

Major emergencies which may result in serious damage or danger to life or limb should immediately be advised to the public supply authority or, in case of difficulty, to the emergency services.

Suspected gas leaks should always be reported to National Grid UK on 0800 111 999.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in italics throughout this Policy.

Beyond Economic Repair

A boiler will be considered to be *beyond economic repair* if, in the opinion of *Our contractor* the cost of repair will be more than the cost of a replacement.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Contractor

A *contractor* carrying out repairs approved and authorised by Us.

Data

Facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical *data* processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of *data*, or the direction and manipulation of such hardware.

Emergency

A sudden unexpected event occurring during the *period of insurance*, involving *Your property* which, in *Our* opinion, exposes the *insured persons* to a risk to their health, or necessitates immediate remedial action to render the *property* safe or secure, and avoid damage or further damage, or restoration of the *main services*.

Emergency repairs

Sections 1-6: Work undertaken by a *contractor* to resolve the *emergency* by completing a temporary repair which will resolve the *emergency* but may need to be supplemented by a permanent repair. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair. This condition does not apply to *primary heating system* cover where the part is not available at the point of call out.

Section 7: Work undertaken by a *contractor* in dealing with the professional extermination and/or control of *pests* in the event of an *emergency*.

Insured/Insured person(s)/You/Your

The owner, tenant and members of their family residing in the *property*.

Insurer/We/Our/Us

UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Limited is an *insurers'* agent and in the matters of a claim act on behalf of the *insurer*.

Limit of indemnity

The maximum amount the *insurer* will pay in respect of *emergency repairs* to resolve the *emergency*, comprising call-out, labour, parts and / or materials:

Sections 1 to 7: As shown on *Your Policy Schedule*

Section 8: As shown on *Your Policy Schedule*

Main services

Mains drainage to the boundaries of the *property*, water, electricity and gas within the *property* and the *primary heating system* or hot water where no alternative exists.

Period of insurance

The period of time for which the *insurer* has agreed to provide this insurance as detailed on the *Policy Schedule*.

Pest(s)

- a) wasps' and/or hornets' nests;
- b) rats;
- c) mice.

Primary heating system

The principal central heating and hot water system in the *property* including the boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder, and radiators but excluding any form of solar heating system and any non-domestic central heating boiler or source of heat.

Property

The *property* which is let out under a tenancy agreement, together with *garage(s)* and outbuildings, all used for domestic residential purposes only, with no business use. The *property* must be situated within the *territorial limits* at the address shown on the *Policy Schedule*.

Vantage Protect

Vantage Protect Ltd, an insurance intermediary who has been delegated the authority to bind cover and manage claims on behalf of the *insurer*.

Territorial limits

United Kingdom of Great Britain and Northern Ireland.

This policy will cover

In the event of an *emergency* the *insurer* will indemnify the *insured*, subject to the *limit of indemnity*, in respect of costs incurred for a *contractor* to carry out *emergency repairs* in the event of:

1. Burst pipes or sudden leakage likely to cause damage to the *property* or its contents.
2. Failure of *Your* domestic water mains supply, electricity (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of *Your* domestic hot water heating.
3. Total failure and/or breakdown of *Your primary heating system*.
4. Inoperable toilet, breakage of the internal mechanism within the cistern which prevents flushing and creates an *emergency* as there is no other toilet in the *property*.
5. The *property* being made insecure due to the *property's* external locks, doors or windows which have either failed completely or been damaged.
6. The roofing, down-piping or guttering failing and further water damage being a likely result of such failure.
7. An infestation of *pest(s)*.

Additional cover

8. Uninhabitable accommodation

In the event of the *property* becoming uninhabitable and remaining so overnight the *insurer* will, at their discretion, arrange and pay up to the limit shown on *Your* Policy Schedule for:

- i. *Your* overnight accommodation; and/or,
- ii. transport to such accommodation.

9. Replacement Boiler Contribution

If *Your* boiler is declared to be *beyond economic repair*, We will make a contribution of £250 towards replacing it.

This policy will not cover

1. The *insurer* will not be liable for costs incurred in respect of:
 - 1.1. claims that arise during the first 14 days of the first *period of insurance*, unless this Policy is issued in respect of a renewal where *You* have previously held similar cover within another *insurer* with no break in cover between the expiry of *Your* previous insurance policy and this Policy;
 - 1.2. normal day-to-day maintenance or any matter that is not a *emergency*;
 - 1.3. breakage of internal glass or of any basin, bath, bidet or shower base;
 - 1.4. failure of any services where the problem is situated outside the boundary of the plot of land on which *Your property* is situated or beyond the part of the sole or shared supply system or piping for which *You* are legally responsible;
 - 1.5. the cost of effecting permanent repairs once the immediate *emergency* situation has been resolved, including any redecoration or making good the fabric of the *property*;
 - 1.6. damage incurred in gaining necessary access;
 - 1.7. breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.
2. What is not covered in connection with the *primary heating system* or warm air unit or hot water:
 - 2.1. air locks in the central heating piping;
 - 2.2. the re-lighting of central heating boilers;
 - 2.3. failure of zone or changeover valves or energy management systems;
 - 2.4. breakdown and/or failure of Economy 7 Storage Heater(s);
 - 2.5. any boiler or warm air unit more than 15 years old;
 - 2.6. replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
 - 2.7. any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturer's instructions. Any recommendations following servicing should be carried out and the costs will be *Your* responsibility;
 - 2.8. any intermittent or reoccurring fault;
 - 2.9. any water pressure adjustments or failure caused through hard water scale or sludge;
 - 2.10. fuel lines including gas leaks;
 - 2.11. any re-lighting of the pilot light (please refer to manufacturers handbook), or the incorrect operation or routine adjustments of time or temperature controls;
 - 2.12. any boiler or system noise;
 - 2.13. any radiator valves.
 - 2.14. repairs to *Your* boiler if *Our contractor* considers it to be *beyond economic repair*.

General exclusions

The *insurer* will not be liable for costs incurred in respect of:

1. Claims that arise within the first 14 days of the first *period of insurance*, unless this Policy is issued in respect of a renewal where *You* have previously held similar cover within another *insurer* with no break in cover between the expiry of *Your* previous insurance policy and this Policy.
2. Pre-existing problems or circumstances known to *You* at the time *You* purchased the insurance and which *You* did not notify to *Us*.
3. Any costs incurred where *You* have not notified *Us* and obtained *Our* prior authorisation.
4. Boilers over 15 years old.
5. Damage to contents.
6. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools and hot tubs, their associated heating, piping installation and accessories.
7. Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
8. Callout charges if there is no-one at the *property* when the *contractor* arrives.
9. Any additional charges or costs incurred at *Your* request in fitting replacement parts or components of a superior specification to the original.
10. The interruption or disconnection of utility services to the *property* however caused, or the failure or breakdown of the electricity, water or gas supply.
11. Any amount payable in respect of an *insured* event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this policy).
12. Subsequent claims arising from the same cause or event, when *You* have not taken or paid for the action recommended by *Our contractor* to ensure that the original fault has received a definitive repair.
13. Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
14. Any claim when the *property* has been left unoccupied for more than 30 consecutive days.
15. Mobile homes, bed-sits, shared homes and commercial or business premises.
16. A *property* situated outside of the *territorial limits*
17. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to *property* by or under the order of any government or public or local authority;
18. Any direct or indirect consequence of:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
19. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
20. Any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted.
21. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being *insured* under this Policy.
22. Any legal liability or consequential loss arising from the provision of, or any delay in providing the services to which this policy relates.
23. Costs associated with another *property* or communal/ shared areas if *Your property* is in a multiple-occupancy or multiple-usage block or building.
24. Equipment which has not been installed serviced or maintained in accordance with statutory regulations or manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
25. Costs incurred where no fault is found.

General conditions

1. You should carry out or arrange for normal continuous maintenance of *Your property* and on the systems servicing the *property* in order to avoid or minimise the chances of a claim occurring. All boilers must be serviced annually and a copy of the service documentation will be required for *Our* records.
2. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. *Your* full compliance with the terms and conditions of this policy is necessary before a claim will be paid.
3. You must not act in a fraudulent way. If You or anyone acting for You:
 - fails to reveal or hides a fact likely to influence whether We accept *Your* proposal, *Your* renewal, or any adjustment to *Your* policy;
 - fails to reveal or hides a fact likely to influence the cover We provide;
 - makes a statement to *Us* or anyone acting on *Our* behalf, knowing the statement to be false;
 - sends *Us* or anyone acting on *Our* behalf a document, knowing the document to be forged or false;
 - makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
 - makes a claim for any loss or damage *You* caused deliberately or with *Your* knowledge.

If *Your* claim is in any way dishonest or exaggerated, We will not pay any benefit under this policy or return any premium to *You* and We may cancel *Your* policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against *You* and inform the appropriate authorities.

4. The *insurer* may take proceedings at its own expense in *Your* name to recover any money paid under this policy.
5. You must notify the claims helpline immediately if a claim occurs. If for any reason We authorise *You* to use a *contractor* *You* appoint *You* should obtain an estimate for the work and contact *Us* for authorisation to continue, *You* will supply *Us* with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by *Us* at *Your* own expense.

6. If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, We offer *You* the option of resolving this by using the arbitration procedure We have arranged. Please see the Complaints Procedure. Using this service will not affect *Your* legal rights.
7. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which *Your* main residence is situated
8. It is a condition precedent to *Our* providing the services detailed in this policy, that *You* undertake to promptly pay the *contractor* for all work authorised by *You* which is not covered under this policy.
9. If *You* intend to leave *Your property* unoccupied for between for between 2 and 30 days during the period 1st November to 15th March (both dates inclusive), *You* must take precautions to prevent frost damage, including either turning off the water supply at the mains and draining all systems (with the exception of sealed central heating systems that have been professionally fitted and contain antifreeze), or the central heating system must be left on to operate at a minimum temperature of 15 degrees Celsius.
10. *You* must maintain in full force and effect buildings insurance which covers the standard range of perils throughout the *period of insurance*.
11. *You* must take reasonable care to:
 - a. supply accurate and complete answers to all the questions We or the administrator may ask as part of *Your* application for cover under the policy
 - b. to make sure that all information supplied as part of *Your* application for cover is true and correct
 - c. tell *Us* of any changes to the answers *You* have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions We ask when *You* take out, make changes to and renew *Your* policy. If any information *You* provide is not complete and accurate, this may mean *Your* policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.

If *You* become aware that information *You* have given *us* is inaccurate or has changed, *You* must inform *us* as soon as possible.

Cancellation

If *You* decide that for any reason, this Policy does not meet *Your* insurance needs then please return it to *Vantage Protect Ltd* within 14 days from the day of purchase or the day on which *You* receive *Your* policy documentation, whichever is the later. On the condition that no claims have been made or are pending, *We* will then refund *Your* premium in full.

Thereafter *You* may cancel the insurance cover at any time by informing *Vantage Protect Ltd* however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

- a) Where *We* reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) *You* have not taken reasonable care to provide complete and accurate answers to the questions *We* ask.

If *We* cancel the policy and/or any additional covers *You* will receive a refund of any premiums *You* have paid for the cancelled cover, less a proportionate deduction for the time *We* have provided cover.

Where *Our* investigations provide evidence of fraud or misrepresentation, *We* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *You* provided *Your* administrator / *Your* agent with incomplete or inaccurate information. This may result in *Your* policy being cancelled from the date *You* originally took it out and *We* will be entitled to keep the premium.

If *Your* policy is cancelled because of fraud or misrepresentation, this may affect *Your* eligibility for insurance with *Us*, as well as other insurers, in the future.

Standard of workmanship

Vantage Protect will monitor the progress of *Your* assistance but cannot be responsible for the repair work provided by a *contractor*.

Terms of business

Fraud prevention, detection & claim history

In order to prevent and detect fraud *We* may at any time:

- Share information about *You* with other organisations and public bodies including the Police:
- Check and/or file *Your* details with fraud prevention agencies and *databases*, and if *You* give *Us* false or inaccurate information and *We* suspect fraud, *We* will record this.

We and other organisations may also search these agencies and *databases* to:

- Help make decisions about the provision and administration of insurance, credit and related services for *You* and members of *Your* household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage *Your* accounts or insurance policies;
- Check *Your* identity to prevent money laundering, unless *You* furnish *Us* with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Complaints

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a claim *You* should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact *Your* agent who arranged the Insurance on *Your* behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Preferred Management Solutions
5 Blue Sky Way
Monkton Business Park South
Hebburn
Tyne and Wear
NE31 2EQ

Tel: 0191 422 8825

Email: escalations@preferredmanagement.co.uk

If *Your* complaint in either case cannot be resolved by the end of the third working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Insurance SE at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: customerrelations@ukgeneral.co.uk. Tel: 0345 218 2685

If it is not possible to reach an agreement, *You* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *You* are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. *You* may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0300 123 9 0123 or 0800 023 4 567

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

Website: <http://www.financial-ombudsman.org.uk/>

The above complaints procedure is in addition to *Your* statutory rights as a consumer. For further information about *Your* statutory rights contact *Your* local authority Trading Standards Service or Citizens Advice Bureau.

If *You* have purchased the insurance policy online, *You* may also raise *Your* complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward *Your* complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling *Your* complaint than if *You* contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. *You* can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or call *Us* on 0800 678 1100 or 020 7741 4100

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as “We/Us/Our” in this notice. *Our* data controller registration number issued by the Information Commissioner’s Officer is Z7739575

This privacy notice is relevant to anyone who uses *Our* services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “You/Your” in this notice.

We are dedicated to being transparent about what We do with the information that We collect about You. We process Your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of Your personal data is necessary for *Us* to administer Your insurance policy and meet *Our* contractual requirements under the policy. You do not have to provide *Us* with Your personal data, but We may not be able to proceed appropriately or handle any claims if You decide not to do so.

What information do we collect about you?

Where You have purchased an insurance policy through one of *Our* agents, You will be aware of the information that You gave to them when taking out the insurance. The agent will pass Your information to *Us* so that We can administer Your insurance policy.

For specific types of insurance policies, for example when offering You a travel insurance policy, We may process some special categories of Your personal data, such as information about Your health.

We have a legitimate interest to collect this data as We are required to use this information as part of Your insurance quotation or insurance policy with *Us*. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how We use Your data. You can get more information about this by viewing *Our* full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing *Us* at dataprotection@ukgeneral.co.uk. Alternatively, You can write to *Us* at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.