

Landlords Home Emergency Protection

Master certificate number: LHEM/01/04/16

Introduction

This is **your** Landlords Home **Emergency** Protect. **Your** contract of insurance is made up of **your** application, policy and certificate and is based on the information **you** gave **us** when **you** applied. This policy and **your** certificate should be read together. Please check them carefully to make sure they give **you** the cover **you** want. If **your** needs change, or any of the information on which the contract is based changes, the certificate may need to be altered. Under the policy conditions **you** must tell **us** of any changes.

We agree to insure **you** according to the terms and conditions contained in this policy and the sections indicated in the certificate. **You** agree to pay the premium by the required date/s and keep to the conditions of the contract of insurance. This insurance is effected in England and unless otherwise agreed is subject to the laws of England and Wales.

This insurance is not an equipment maintenance contract, household building or contents policy. It complements **your** household insurance policies, providing services and benefits which are not usually available under such policies.

Insurer

This policy is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited Registered in England No.354568. Registered Office: Ageas Insurance Limited *Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA*

Your Policy is arranged by On Insurance, a trading style of On Hire Limited who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 480928. Address: *50 Heaton Road, Newcastle upon Tyne, NE6 1SE* and administered by Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: *Warranty House, Savile Street East, Don Valley, Sheffield S4 7UQ*.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on **0800 111 6768**.

DEFINITIONS

All through this policy there are certain words that have special meanings whenever they appear in bold within the policy. These words are listed below:

AUTHORISED SERVICE AGENT/CONTRACTOR

The qualified service agent or organisation appointed by the **helpline** to carry out the necessary service and **repairs** in accordance with the policy.

BOILER

A gas fired conventional or combination **boiler** rated up to 200,000 BTUs (58.6KW), which heats the water for **your central heating installation**.

BREAKDOWN (CENTRAL HEATING)

The actual breaking down or burning out of any component covered by the policy arising from either, a mechanical or electrical defect in the **property**, causing the **central heating installation** to fail to work and require replacement or **repair** of the components.

CENTRAL HEATING INSTALLATION

The specified central heating/**boiler** parts and, where applicable, the water circulation pump and specified parts of **your** central heating system. The details are shown on **your** certificate and in this Policy. It must be installed at **your property** and used for **domestic purposes** only.

COMBINATION BOILER

A gas fired **boiler** which heats water direct from the cold water main, does not have a separate hot water cylinder and is under fifteen years old at the start of **your** policy.

CONVENTIONAL BOILER

A gas fired boiler, which heats and supplies hot water to a separate hot water cylinder and is under fifteen years old at the start of **your** policy.

DOMESTIC PURPOSES

At least half the rooms at the **property** must be used for normal living purposes.

EMERGENCY

Emergency - means a sudden and unexpected event which, if not dealt with quickly would, in the reasonable opinion of the helpline:

- (i) have resulted in a **breakdown** of the boiler; or
- (ii) render the **property** unsafe or insecure; or
- (iii) damage or cause further damage to the **property** and/or any of **your** or **your tenants** belongings forming part of or normally contained within the **property**; or
- (iv) cause personal risk to **you** or **your tenant**.

ENDORSEMENT

A change **we** make to the policy, notified to **you** in writing by **us** or on **our** behalf.

GEOGRAPHICAL LIMITS

England, Scotland, Wales and Northern Ireland.

HELPLINE

24hr Landlords Home **Emergency** Assistance Insurance - 0344 573 7912

OUR/US/WE

UK General Insurance Limited on behalf of Ageas Insurance Limited.

PEST

Any living creature capable of causing harm, or transmitting and infecting disease.

PROPERTY

Your property let to a **tenant**, comprising private dwelling, including out buildings and garages of which **you** are the owner, but excluding bedsits/properties in multiple occupation, council properties, residential homes or nursing homes.

REPAIR/REPAIRS (CENTRAL HEATING)

Repair work undertaken by an **authorised service agent/contractor** appointed by **us** to remedy an **emergency**. The cost of **repairs** shall include the authorised service agent/contractor's **call out** charge, labour charges, **repair** materials and VAT up to the policy limit. **Repairs** and parts will be fitted on a "like for like" replacement basis.

REPAIR/REPAIRS (EMERGENCY)

Temporary **repair** work undertaken by an **authorised service agent/contractor** appointed by **us** to limit or prevent damage.

TENANT

The person or persons named on the tenancy agreement along with any other permanent members of the household.

YOU/YOUR

The landlord of the **property** and the person shown on **your** certificate.

WHAT IS COVERED

In the event of an **emergency** occurring in **your property**, we will:

- a) Advise **you** on what action to take to protect **your tenant** and **your property**;
- b) Send one of **our** authorised service agents/contractors to **your property** or arrange a convenient time for an **authorised service agent/contractor** to attend; and
- c) Cover the cost of providing **emergency** assistance detailed under the "What **we** will pay" section of **your** Policy.

COVER PROVIDED

This cover is only provided if the **emergency** happens during the period of cover and it is caused by one or more of the following:

Electricity supply

Complete failure or **breakdown** of the electricity supply system within **your property**.

Primary heating system

Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system**.

- (A) Any **boiler** with standard component(s), as supplied by the **boiler** manufacturer and fitted within the **boiler** casing that are designed to be used in the normal operation of the boiler. Motorised/Selector Valves, room thermostat, time control, single water circulating pump (which must be able to be isolated without draining the system down).
- (B) Radiators (standard radiators against leaks & isolated corrosion), above ground internal pipe work (as long as it is easily accessible and not inside the fabric of the building), radiator valves, single - standard hot water cylinder (excluding the insulation jacket & immersion heater) and expansion tank. For cylinders in excess of this, a standard cylinder allowance will be made.
- (C) Labour charges directly connected with the **repair** or replacement of failed parts of the **central heating installation** at **your property** as stated in the certificate. The heating system must have been properly installed, maintained or **repaired**. **We** will not pay for any costs if **you** are unable to provide evidence, such as a service receipt or invoice, that the **boiler** has been serviced in the last 12 months by a Gas Safe registered engineer.

Plumbing and drainage

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

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets where there are no alternative facilities available); and
- blocked drains.

Uninhabitable accommodation cover

If no-one can live in **your property** as a result of an **emergency**, the helpline will pay all **your** reasonable costs in getting basic accommodation for **your tenant** for one night, as long as the helpline approves it beforehand.

Security and glazing

Failure of, or damage not caused by **you** to, outside locks, doors or windows which means that **your property** is no longer secure.

Vermin

If **you** need to remove rats, mice, cockroaches, and wasps or bees nests from **your property** (this does not apply to animals and insects already in **your property** before **you** took out cover).

Roof

Damage to the roof of **your property** caused by storm or fallen trees or branches.

POLICY CONDITIONS

Basis of Contract

You are required by the provisions of the Consumer Insurance Act (Disclosure and Representations Act) to take care to:

- 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;
- make sure that all the information supplied as part **your** application for cover is true and correct;
- tell **us** of any changes to the answers **you** have given as soon as possible;
- pay any outstanding premium that is due;
- not submit a fraudulent claim.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

To prevent claims on pre-existing problems, there is a 14-day waiting period from the date the policy application is received before cover commences. Therefore in the first term of this Insurance policy, the period of insurance is fifty weeks. Providing **you** renew before the expiry of **your** policy, no waiting period applies after **your** first years cover.

Repairs/Replacements

Repairs will only be carried out and/or replacement parts purchased by, the authorised service agent/contractor.

Repairs including labour and replacement parts will be guaranteed for 12 months. Business & Domestic and its **authorised service agent/contractor** are not liable for delays due to non-availability of parts.

Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **us** within 14 days of issue. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days **you** will be entitled to a pro-rata return of premium.

The insurer 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:

- Fraud
- Non-payment of premium

- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided that the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance document.

Access to Inspect

We have the right to examine the **property** at all reasonable times during the period of Insurance to ensure **your boiler** is in good working order. Prior notice will be given.

Pre-Existing Problems

Any pre-existing defects are excluded from cover by this contract of insurance.

WHAT WE WILL PAY (Limits of Indemnity)

We will pay at **our** discretion up to £500 (including VAT) towards labour costs (including **call out** charges, materials and parts required to effect an **emergency repair** in **your property**) on any one occasion (**we** will not pay for more than one **call out** arising from the same cause).

Replacement Parts

Where "like for like" replacement parts are unavailable due to parts being either unobtainable or obsolete, **we** will pay for the nearest suitable part/upgrade part, but **you** will be liable for any necessary additional parts and/or labour.

Beyond Economical Repair

Where **your boiler/system** is in **our** view uneconomical to **repair**, **we** will pay at **our** discretion a contribution towards the cost of a new **boiler** (once **we** are in receipt of a Gas Safe registered authorised engineers invoice for the fitment of a replacement boiler) less any outstanding premium, in line with the following allowances:

Systems/Conventional Boiler	Combination/Condensing Boiler
£250 incl. VAT 1-5 years	£250 incl. VAT

WHAT IS NOT COVERED

- Any event arising from circumstances known to **you** prior to the commencement date of this insurance, including any parts known to be failing or in need of attention/**repair**.
- Damage, which is accidental or otherwise, caused by external means, including those caused by failure or disconnection of gas, electric, oil or water supplies.
- Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
- Any legal liability to any third party following damage or injury, loss of use, delay or any other subsequent loss.
- Any failure of insured parts during the period when they are covered by the relevant manufacturers/contractor's guarantees or warranties or insured parts covered through non-compliance with the manufacturer's operating instructions.
- Any inherent or recurring manufacturer's design fault or defect.
- Non-functional decorative parts, trim or casing, the **repairs** or replacement of immersion heaters, designer or cast iron radiators, steel piping, solar heating system, cesspits, septic tanks and central-heating fuel tanks, non-standard radiators, towel rails.
- Any operational procedure or adjustment to the **central heating installation** described in the manufacturers operating instructions; i.e. venting radiators, turning off or lighting up of pilot lights, adjustment to time switches or other controls.

9. Replacing washers, clearing air locks, blocked pipes, poor circulation, balancing of radiators, non-standard radiator valves, or work arising in the opinion of the **authorised service agent/contractor** from an incorrect installation.
10. Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit or from damage caused by corrosive water or water with a high chemical content.
11. Maintenance preventative damage and extensive corrosion.
12. Fuel lines to and flue ducts from the boiler, including gas leaks between the gas meter and appliance.
13. Any water pressure adjustments on sealed central heating installations, except in connection with a **breakdown** or failure covered by this policy.
14. Items designed to be regularly replaced in the normal operation of the **boiler** such as burner nozzles, fuses, filters etc.
15. Water circulating pumps not capable of being isolated by a valve either side of the pump or renewed without draining down. Pumps that have pipe work connections of 1 inch bore or greater, or a motor rating of 178 watts single phase. Pumps installed in secondary or direct hot water systems.
16. Any costs incurred due to **boiler** or system noise and/or where no fault is found.
17. Any intermittent faults.
18. Unvented or pressurised hot water cylinders.
19. Cost of any draining down where no appropriate draining facility is available.
20. Refilling the system with additives such as corrosion inhibitor.
21. Additional pipe work or wiring due to replacement parts being fitted.
22. Replacement filling loop or replacement of steel pipes, non-standard cylinders and tanks.
23. Showers and associated pumps, bath, sink and water basin taps.
24. Ducting, flues and warm air vents.
25. No claim will be paid if it results from any of the following:
 - Damage or failure outside the boundary of the **property**.
 - Deliberate disconnection, withholding, or interruption of mains services to the **property**.
 - Loss or damage resulting from a wilful act.
 - Any legal liability or subsequent loss arising from any delay in providing the services to which it relates.
 - Any costs arising as a result of failure to service the boiler/ system or in accordance with the manufacturer's instructions.
 - Damage resulting from lack of proper maintenance/incorrect installation.
 - Shared pipe work leading to or from other properties.
26. Where at any time in the opinion of the **authorised service agent/contractor** the **boiler** or system is installed incorrectly, is unsafe or is fitted with the incorrect component.
27. Dripping or running overflows.
28. Steel or asbestos water pipes.
29. Energy management systems and their controls.
30. Costs that have not first been notified through the correct helpline and carried out by the authorised service agent/contractor.
31. Gaining access (i.e. removing cupboards, doors and access panels etc).
32. Any costs in excess of the limits of cover **you** are responsible for agreeing and settling these directly with the contractor.
33. Loss or damage of any kind directly caused by war, hostilities, riots, fire, lightning, explosions, storms, tempest, floods, frost, or other climatic conditions, subsidence, strike, lock-out or the acts of malicious persons.
34. Any defect, damage or **breakdown** caused through malicious or wilful action, negligence, misuse or third party interference including any attempts to **repair**, modify or install.
35. Any claim or event where the **property** has remained unoccupied for more than 30 days.
36. Any fixtures including wiring and earthing where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
37. Insured parts not easily accessible or enclosed inside the fabric of the building including under-floor heating.
38. Costs incurred where **you** have been advised of a need to carry out permanent **repair** work to avoid repetitive situations leading to emergencies.
39. Claims arising as a result of wear and tear.
40. **Boilers** which exceed the age limit of the policy.
41. Accidental damage to glass or replacement glass.
42. Any matters relating to security alarms.
43. Any damage caused by the approved engineer in gaining access to the **property** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to effect an **emergency repair**.
44. Loss or damage to any **property**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
45. Pests kept as domestic pets or for commercial purposes.
46. Boring insects and woodworm.
47. Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system** where the **primary heating system** has not been properly serviced on an annual basis.

HOW TO CLAIM

If **your property** suffers an **emergency** covered under this policy:

FIRST CHECK TO SEE IF THE EMERGENCY IS COVERED AND WHETHER IT IS SOMETHING YOU OR YOUR TENANT CAN CORRECT SUCH AS:

If **your** radiators are not getting hot - a cold radiator may just require re-venting.

If **you** have no heating or hot water - a pilot light may have gone out which may need re-lighting or **your** room thermostat and time control may not be correctly set.

There will be a charge if the **authorised service agent/contractor** is called to attend for one of the above problems. If the problem is not corrected by any of the above, **you** or **your tenant** should contact the helpline as soon as possible and arrange for the **repairs** to be carried out (subject to the notes below). If **you** require the **authorised service agent/contractor** to use a security password, please notify the helpline at the time of **your** call.

You are deemed to have given **your tenant** permission to claim directly in the event of an **emergency** or **breakdown** and/or failure. In order for **us** to verify the cover **you** or **your tenant** should have **your** policy number ready

to quote when **you** call us. The authorised contractor may also ask the **tenant** to produce their tenancy agreement upon arrival at **your property**.

The **authorised service agent/contractor** must carry out all **repairs**; **we** will not accept **repair** bills from any other company. Once the **repairs** are completed to **your** satisfaction, simply sign the attendance record and **we** will settle the claim with the **authorised service agent/contractor** directly.

The approved service agent/contractor will charge all costs covered by the insurance directly to us

You will be asked to pay:

- a) call-out charges if there is no-one at the **property** when the engineer arrives;
- b) work in excess of the claim limit;
- c) fitting replacement parts or components of a superior specification to the original at **your** request;
- d) If at the time of requesting assistance the helpline do not have a record of **your** policy on file, the helpline will require credit or debit card details to be provided prior to the attendance of an approved engineer.

Any failure of the **central heating installation** where the cost of **repair** is estimated by the **authorised service agent/contractor** to exceed £250 (incl. VAT), may only be **repaired** with **our** authorisation.

An abortive call charge of £20 plus VAT will be applied, should **you** not meet an agreed appointment made by the authorised service agent/contractor.

Should the **authorised service agent/contractor** not meet an agreed appointment with you, **we** will confirm non-attendance directly with the **authorised service agent/contractor** and pay a £10.00 reimbursement to **you**.

Our **authorised service agent/contractor** will only attend where an adult over 18 years of age is present, or else **you** will be liable for an abortive call charge.

IMPORTANT- Please note

Please quote the policy number shown on the certificate on all correspondence.

In the event that a **repair** exceeds the policy limit or takes the amount claimed during the period of cover over the policy limit, **you** will be asked if **you** wish the **repairs** to be completed and if necessary be asked to pay any amount in excess of the policy limit.

REQUESTING ASSISTANCE

First check the circumstances are covered within the terms of this policy and under the product **you** have purchased. Having done this telephone **us** stating **your** Policy number, on:

0344 573 7912

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 PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON: 0800 111 999

CUSTOMER SERVICES

Telephone Calls

As part of **our** customer service commitment, **we** may record **your** telephone call with **our** representatives to monitor and improve the quality of services **we** provide.

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:

In the first instant contact:

Business & Domestic Insurance Services
Building A
Venture House
Arlington Square
Bracknell
Berkshire
RG12 1WA

Telephone: +44 (0) 1344 706015

Fax: +44 (0) 1344 668437

Email: info@businessanddomestic.co.uk

If your complaint about the policy cannot be resolved by the end of the next working day Business & Domestic Insurance Services will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone number: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

For complaints relating to claims, please contact:

CET Structures Limited
Unit 2 E2 First Floor,
Boundary Court,
Willow Farm Business Park,
Castle Donnington,
Leicestershire,
DE74 2NN

Telephone number: 01332 818139

Email: customer.relations@cet-uk.com

In the unlikely event that the complaint is still not resolved to **your** satisfaction, **you** may refer to the Financial Ombudsman Service whose address is **Exchange Tower, London, E14 9SR**, telephone number **0800 023 4567** or **0300 123 9123**. Please note **you** have six months from the date of **our** final response in which to refer **your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **your** right to take legal action against us. None of the above affects any right of legal action **you** may have.

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.

COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Ageas Insurance Limited 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 or visit www.fscs.org.uk or by phoning **0800 678 1100** or **0207 741 4100**.

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents 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. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

