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Policy Booklet

Boiler Breakdown Cover

www.simplelandlordsinsurance.com

Useful Contacts

General Enquiries

If you have any questions about our insurance which are not answered in this booklet or would like to amend any of your policy details or cancel your policy please contact Simple Landlords Insurance on:

0808 172 5600 from a landline

0330 100 7200 from a mobile

Lines are open Monday to Friday 9am to 8pm, Saturdays 9am to 5pm, excluding bank holidays.

Alternatively you can access your account by logging on to your online account at:

www.simplelandlordsinsurance.com

Claims Lines

	Telephone	Opening Hours
Boiler Breakdown Claims	01384 884040	24 hours a day, 7 days a week

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the National Grid UK on 0800 111 999.

Call recording

Please note for training, compliance, claims and counter fraud purposes all calls may be recorded.

Welcome to your Simple Landlords Insurance - Boiler Breakdown Policy

A warm welcome and thank you for choosing Simple Landlords Insurance.

This policy booklet includes all you need to know about your Boiler Breakdown policy. We hope you will be happy with the peace of mind and protection that our service provides and to that your insurance clear and easy to understand.

Please take time to read the contents of this policy including 'how to make a claim'.

This policy and its schedule are important documents. Please keep them in a safe place in case you need to refer to them for any reason.

If you do need to discuss any aspect of this policy, if any details are incorrect on any the documentation you have received, or you wish to make a change to your policy then please call Simple Landlords customer services on **0808 172 5600** or alternatively email admin@simplelandlordsinsurance.com.

Yours Sincerely

Alex Huntley

Alex Huntley
Simple Insurance
(Head of Operations)

If you would like a copy of these terms and conditions in another format such as in large print, Braille or audio file please contact us on 0808 172 5600.

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Welcome to your Simple Landlords Insurance Boiler Breakdown Policy

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Your Simple Landlords Insurance Boiler Breakdown Policy

Who is Your Insurer?

This insurance has been arranged by Simple Landlords Insurance with UK General Insurance Limited, underwritten by Great Lakes Reinsurance (SE) UK, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (SE) UK 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 Financial Services Register by visiting the FCA's website at www.fca.gov.uk/register.

Certification of cover

This policy document combined with **Your** policy **Schedule** certifies that this insurance has been effected between **You** and **Us**. In return for payment of the premium **We** agree to insure **You** in accordance with the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy document, together with **Your** policy **Schedule**, in a safe place so **You** can read it again if **You** need to. **You** can only take out this insurance if **You** have bought a Simple Landlords Insurance policy. If **Your** Simple Landlords insurance policy is cancelled for any reason this policy will also be cancelled.

Language

You will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section of this document.

Please check that the information contained in this policy meets **Your** requirements. If it does not, please contact Simple Landlords Insurance who arranged this insurance for **You**.

Definitions

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Claim Limit(s)

The claim limits for the policy shall be limited (inclusive of VAT) to:

- i) The contractor's call-out charge, the contractor's labour up to a maximum of 2 hours, parts and materials up to £500;
- ii) Boiler Replacement Contribution:
 - Boilers aged 0-5 years up to £500;
 - 6-10 years up to £250;
 - 11-15 years up to £150.

Subject to a maximum of £1,000 for any one period of insurance, as detailed on your policy schedule.

Computer Virus

Means 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 qualified person approved and instructed by the Claims **Helpline** Service to undertake emergency work.

Electronic Data

Means 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 Work

Work undertaken by the **Contractor** to resolve an emergency by completing a **Temporary Resolution or Repair** (or a **Permanent Repair** where this can be done at a similar cost) in respect of the occurrences covered by this insurance subject to the policy **Claim Limits**.

Helpline

The Claims Helpline Service is operated by LIMemergency.

Insured Person, You, Your

The person or company who has paid the premium and is named in the **Schedule** as the insured person.

Insurer

This insurance is administered by Legal Insurance Management Limited and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE,

UK General Insurance Limited and Legal Insurance Management Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE 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 Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Definitions (cont)

Insured Areas

The bedroom (not including spare bedrooms), living room, dining room and kitchen.

Period of Insurance

This policy will run concurrently with Your Simple Landlords Insurance policy for a maximum of 12 months. If You arranged this policy after the start date of Your Simple Landlords Insurance policy cover will be provided from the date You bought it and will end on the expiry date of Your Simple Landlords Insurance policy as detailed on Your policy Schedule.

Permanent Repair

Repairs or work required to permanently resolve the reason for the emergency occurring.

Primary Heating System

The principal central heating and hot water systems excluding any form of solar heating system and non-domestic central heating boiler or source.

Property

The private residence owned by **You** but let to tenants which contains a single **Primary Heating System** as detailed on your policy schedule.

Schedule

The document which forms part of the Simple Landlords Insurance policy contract alongside which **You** have bought this policy. It contains **Your** name, address and the details of the **Property** insured.

Service

All attempts made by **Us** and the **Contractor** to rectify, repair, limit or prevent damage in respect of the items covered by this policy following an emergency.

Temporary Resolution or Repair

A resolution or repair which will resolve an emergency but will need to be replaced by a **Permanent Repair**.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Uneconomical

Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.

We, Us, Our

Great Lakes Reinsurance (SE) UK.

Policy cover

Cover is provided in 2 sections as detailed below.

In the event of a valid claim under any of these sections, this policy will pay up to the claim limit to carryout emergency work or, if at a similar expense, a permanent repair to your property where you notify us during the period of insurance. The maximum amount **we** will pay is £1,000 in any one **period of insurance**.

✓ What is covered

This policy will cover **You** in the event of:

1 - Primary Heating System

Emergency work following the complete breakdown of the **Primary Heating System** which:

- Results in the complete loss of heating to the **Insured Areas of Your Property** and/or;
- Results in the complete loss of hot water in your area.

✗ What is not covered

The policy will not pay out for the following:

- Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt);
- Lighting of boilers or the correct operation or routine adjustment of time or temperature controls;
- Any form of geothermal or solar heating systems;
- Power flushing or descaling;
- The replacement of water tanks, cylinders, and central heating radiators;
- Overflows not causing internal water damage;
- Where an immersion heater or similar is available to resolve the failure;
- Intermittent faults;
- Where there is a loss of hot water but there is use of an electric shower at the **Property**;
- Lack of maintenance or neglect by **You** (where a boiler has not been serviced in the last 12 months or if **You** live in a hard water area and the fault may be due to a build-up of limescale **You** may be asked to provide card details before a **Contractor** is sent to **Your Property**);
- Re-setting of boilers;
- Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

2 - Boiler Replacement Contribution

Subject to acceptance of a claim under Section 1 of this policy, where **Your** boiler has failed and is deemed by the **Contractor** and **Us** to be **Uneconomical** to repair, **We** shall contribute (upon production of an original receipt for payment) towards the cost of a brand new like for like replacement up to maximum of 50% of the market value of a replacement, or the amount paid as shown on the receipt, whichever is the lower, up to the amount shown within the **Claims Limits**.

- Any labour, delivery or shipping costs.

Conditions and limitations

The following conditions apply to **Your** policy:

We shall not be liable for cost arising from or in connection with:

- Claims arising within the 48 hours from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this policy;
- Circumstances known to **You** prior to the start date of this insurance or which are not sudden or unforeseen;
- Where a **Temporary Resolution or Repair** has been made, **You** will be responsible for organising replacement of a **Temporary Repair** with a **Permanent Repair** or carrying out further recommendations of the **Contractor**. If a **Permanent Repair** or further recommendations have not been carried out and **You** make a further claim for the same issue, **Your** claim will not be valid;
- Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
- Any system, equipment including boilers or facility which has not been properly installed or maintained in accordance with the manufacturer's instructions or has been incorrectly used, modified, or tampered with;
- Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
- Replacement or adjustment to any decorative or cosmetic part of any equipment;
- Wilful act or omission or lack of maintenance or neglect by **You**;
- Claims in the 7 days immediately following **Your** tenants first occupation of the **Property** where there has been no authorised person residing for 30 consecutive days or more;
- Any other costs or damage that are indirectly caused by the event that led to **Your** claim, unless specifically stated in this policy;
- Any costs that would be more appropriately recovered under any other insurance;
- Where **You** have an alternative home emergency policy in place under which the emergency would be covered, this insurance will not be valid;
- Any **Permanent Repair** costs which exceed those that would be incurred in carrying out a **Temporary Resolution or Repair**;
- Circumstances where **You** have delayed the **Contractor** from attending within 24 hours of **Your** claim being reported to **Us**;
- **Emergency Work** that has not been carried out within 24 hours of the **Contractor's** initial diagnosis or within 48 hours of the required parts becoming available to make a **Permanent or Temporary Repair**;
- In circumstances where **We** have gone beyond **Your** insurance policy's **Claim Limit** or policy cover; e.g. Good will gestures, this does not determine that the same outcome will apply to any future claims;
- Any letting room where the water supply to that room is not capable of being separately isolated from the remainder of the **Property**;
- Any consequence, howsoever caused, including but not limited to **Computer Virus in Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted;
- Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- I. involves violence against one or more persons; or
- II. involves damage to property; or
- III. endangers life other than that of the person committing the action; or
- IV. creates a risk to health or safety of the public or a section of the public; or
- V. is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism;

- 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, local or public authority.

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when **You** purchased the policy and to make sure that all information supplied to **Us** is true and correct. This also applies if **You** wish to make any changes to **Your** policy during the **Period of Insurance** or if **You** make a claim under this policy. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

If **You** do not answer questions truthfully and accurately, this may affect **Your** cover. In the event that **You** have supplied **Us** with information which is incorrect or false, **We** reserve the right to declare **Your** policy invalid and cancel **Your** cover, with no refund of premium. In the event that **You** have made a claim, **We** may refuse to pay all or part of that claim

Transferring Your interest in the policy

You cannot transfer **Your** interest in the policy to anyone else.

Due Care

You must take due care to maintain the **Property** and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a **Temporary Resolution or Repair** has been carried out, the onus will be upon **You** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **You** fail to carry out the **Permanent Repair** a **Contractor** will not be appointed to undertake any further **Emergency Work**.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

How to make a claim

Emergency Claims Helpline Service

01384 884040

Operates 24 hours a day 365 days a year.

Please note for training compliance, claims and counter fraud purposes calls may be recorded.

How to Arrange Assistance and Make a Claim

1. Telephone the **Helpline** quoting Simple Landlords Insurance and provide details of the problem.
2. The **Helpline** will obtain a suitable **Contractor**.
3. The **Helpline** and the **Contractor** will use their discretion as to when and how the emergency work is undertaken.
4. **You** must ensure that whilst the **Contractor** is at the **Property** an appropriate person to authorise any work is also present.
5. The **Contractor** will charge the cost of all emergency work covered by the insurance directly to **Us**.
6. **You** will be asked to pay the cost of:
 - a) Call-out charges if there is no one at the **Property** when the **Contractor** arrives or where no cover is operative under this policy;
 - b) All charges in excess of the **Claim Limit**;
 - c) Any additional costs incurred at **Your** request in fitting replacement parts or components of a superior specification to the original.
7. **You** must notify the **Helpline** within 48 hours of first discovering the emergency unless **You** can demonstrate to **Us** that significant circumstances prevented **You** from notifying **Us**. Failure to do either of the above will result in **Your** claim being declined.

Validating Your policy

Where it is not possible to validate **your** claim at the time of initial notification, **we** may ring-fence funds. This means that **you** may be required to provide credit or debit card details and funds will be temporarily held in the event that a claim cannot be validated or is not covered by this insurance. If a claim is not valid, funds will be processed.

Gas leaks

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services.

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

Important Information

It is very important to remember that **Your** Simple Landlords Boiler Breakdown Policy is not a service or maintenance policy and does not replace the cover provided under **Your** Simple Landlords Insurance policy.

If the situation is not an emergency likely to cause insecurity, excessive discomfort, risk or difficulties, **You** should telephone Simple Landlords claims team on 03444 124 258 for assistance and advice.

Please note it is **Your** responsibility to ensure that **You** undertake regular general maintenance of the equipment in **Your Property** and carry out regular servicing of appliances in line with the manufacturer's recommendations. Failure to do so may invalidate **Your** cover.

Claims Conditions

Please note that the following conditions apply to **Your** claim and **We** may cancel the policy, refuse to deal with **Your** claim or reduce the amount of the claims payment if **You** ignore them:

1. In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this policy, and **You** must give **Us** or the **Contractor**, at **Your** own expense, all the information **We** or they ask for about the claim eg. annual **Service** certification
2. **We** have the right, at **Our** expense and in **Your** name to:
 - Take over the defence or settlement of any claim;
 - Start legal action to get compensation from anyone else; and/or
 - Start legal action to get back from anyone else any payments that have already been made.
3. All requests for assistance must be made to the **Helpline** and not to the **Contractors** direct otherwise the **Emergency Work** will not be covered.
4. Provided that the emergency work is not precluded by circumstances preventing access to the **Property** or otherwise making the provision of the **Emergency Work** impossible, such as adverse weather conditions.
5. There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **Our** control. In the event of this occurring **We** will ensure that **Your Property** is safe and if required the **Contractor** will provide **You** with a quotation for a suitable repair.
6. Please note that if **You** should engage the **Services** of a **Contractor** prior to making contact with the **Helpline** any costs that **You** incur are not covered by this insurance.

Cancelling **Your** policy

If **You** decide that for any reason, this policy does not meet **Your** insurance needs **You** have the right to cancel it at any time by contacting Simple Landlords Insurance on 0808 172 5600 or writing to simpleadmin@directgroup.co.uk.

If this is within the first 14 days from the start date or the day on which **You** receive **Your** policy documentation, whichever is the later ('cooling off period'), **You** will be entitled to a full refund of the premium as long as **You** have not made a claim and do not intend to make a claim on the policy.

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **Your** Simple Landlords Insurance Policy. If **Your** Simple Landlords Insurance Policy is cancelled for any reason this policy will also be cancelled by **Us**. Provided the premium has been paid in full **You** will be entitled to a proportionate refund of premium in respect of the unexpired **Period of Insurance**.

We may cancel **Your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **Our** or the **Claims Administrator's** staff.

Where **We** have cancelled **Your** policy, no refund of premium would be made.

Customer Service and Complaints

This complaints procedure does not affect **Your** legal rights.

Questions or complaints about the sale of Your policy

If **You** have a question or concern about, or **You** wish to make a complaint about, how **Your** policy was sold to **You** (including the information **You** were given before **You** bought the policy), or about the general service **You** received, please in the first instance contact Simple Landlords Insurance on **0808 172 5600** or write to:

Customer Relations Team
PO Box 1193
Doncaster
DN1 9PW
Email: customer.relations@directgroup.co.uk

If **You** remain dissatisfied **You** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about Your policy or the handling of Your claim

The aim is to provide **You** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **You** may have. If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact:

The Managing Director,
Legal Insurance Management Limited
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Telephone: 01384 884040
Email: claims@limemergency.co.uk

Please quote Simple Landlords Home Emergency in all correspondence to assist a quick and efficient response.

If **You** remain dissatisfied after **We** have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone Number: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.
E-mail: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **Your** statutory rights.

Legal and Regulatory Information

Premiums and claims – **Your** rights

Please note that once **You** have paid **Your** premium to Simple Insurance **We** treat it as having been received by **Us**.

The law & legal proceedings applicable to this insurance

Unless **You** and **We** agree otherwise, the law which applies to this policy is the law which applies to the part of the **United Kingdom** in which **You** live. Any legal proceedings between **You** and **Us** in connection with this policy will, therefore, only take place in the courts of the part of the **United Kingdom** in which **You** live.

Data Protection

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 processing to other companies acting on their instructions including those located outside the European Economic Area. The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by **Us** on payment of the appropriate fee. When **Your** insurance ends all information held about **You** (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same. Personal data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

False or fraudulent claims

If **You** or anyone acting on **Your** behalf makes a claim on this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received by **You** or **Your** representatives shall be immediately repaid. **We** may also share this information with other insurers and the appropriate law enforcement authorities.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this contract.

Further information can be obtained by writing to The Financial Services Compensation Scheme, 10th Floor, Beufort House, 15 St Botolph Street, London EC3A 7QU or by visiting www.fscs.org.uk.