

Policy Terms & Conditions

All potential claims must be reported to Our 24 Hour Helpline

24 Hour Helpline – 0844 800 3370

Your Tenanted Property Home Emergency Breakdown Cover

This policy is a Home Emergency Breakdown cover and not a household Buildings or Contents policy.

It should complement Your household insurance policies and provide benefits and services which are not normally found in these types of policies.

Our aim is to provide a rapid response to carry out Emergency Work at the property, by one of our Contractors, following an occurrence covered by this policy.

We will provide the cover and services on the basis of the details You have supplied, during the Period of Insurance for which you have paid the premium and subject to the terms, conditions and exclusions as laid out in this policy. We recommend that you read this document carefully to ensure it meets Your requirements.

Definitions

Certain words or phrases will carry the same meaning whenever they appear in this policy, they are defined as follows:-

Agent – the Agent appointed by the Coverholder to transact this Insurance with You.

Assistance Service – the provision of service in the event of an Emergency under this policy.

Contractor – a qualified person approved and instructed by the Helpline to undertake Emergency Work.

Emergency – an unforeseen situation which if not dealt with quickly would:-

- i) render the Home unsafe or insecure; or
- ii) damage or cause further damage to the Home; or
- iii) cause unreasonable discomfort, risk or difficulties for or to You or anybody residing in the Home.

Emergency Work – efforts made by the Contractor to fix, rectify, limit or prevent damage in respect of the occurrences covered by this policy, subject to the policy Limit of Indemnity.

Domestic SOS – the agent appointed by the Coverholder to transact business on their behalf. Domestic SOS who's address is Minerva House Spaniel Row Nottingham NG1 6EP is a trading name of Vasek Insurance Services Limited who are authorised and regulated by the Financial Services Authority under Firm Reference Number 309354.

Helpline – the helpline operated 24 hours a day 365 days a year by UK Assistance 247 Ltd.

Home – the private residence having no more than 10 rooms, owned by You, but let to tenants situated in the United Kingdom, Northern Ireland, Channel Islands or Isle of Man, and having no more than 4 tenants.

Insured Person, You, Your – the person or company who has paid the premium and is named in the Schedule as the Insured Person.

Insurers – UK Underwriting Limited on behalf of AXA Insurance UK Plc, Registered Office: 5 Old Broad Street, London, EC2N 1AD, Registered in England No 78950.

AXA Insurance UK Plc and UK Underwriting Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Limit of Indemnity – the amount We will pay in respect of any claim and during any one Period of Insurance as detailed in the Schedule. For Emergency Work the cost shall be limited to the call-out charges, labour and parts and materials, subject to the maximum amount payable as shown in the Schedule.

Pest – wasp nests, hornet nests, house mice, field mice and rats.

Period of Insurance – the period as shown in the schedule.

Primary Heating System – the principal central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding any form of solar heating system and non-domestic central heating boiler or source.

Service(s) – all attempts made by Us and the Contractor to fix, rectify, repair, limit or prevent damage in respect of the items covered by this policy.

We, Us, Our – the Insurers and/or Legal Insurance Management Ltd, the Coverholder. Legal Insurance Management Ltd of, 58 Hagley Road, Stourbridge, West Midlands, DY8 1QD, is authorised and regulated by the Financial Services Authority.

What's Covered

We will provide Emergency Work where one or more of the following insured events has occurred at the Home during the Period of Insurance.

Insured Events

1. **Primary Heating System (including Boilers)**
The Primary Heating System has failed or broken down completely.
2. **Plumbing and Drainage**
The plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage.
3. **Electricity**
The electricity supply system has failed or broken down.
4. **Gas Leakage**
The Home is without gas following the disconnection of the gas supply by the utility company following the identification of a gas leak.
5. **Security**
The external locks, doors or windows have either failed or been damaged and the failure or damage is such as to render the Home insecure.
6. **Lost Keys**
You have lost the only available key to the Home and are unable to replace it or gain normal access.
7. **Pest Infestation**
The home has been infested by Pests and their removal or control is required.

What's not Covered

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

- 1) circumstances known to You prior to the commencement date of this insurance.
- 2) any system, equipment including boilers or facility which has not been properly installed, maintained or repaired in the last 12 months or, where longer, in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design fault.
- 3) boilers over 10 years old.
- 4) replacement or adjustment to any decorative or cosmetic part of any equipment.
- 5) lighting of boilers or the correct operation or routine adjustment of time or temperature controls.
- 6) Primary Heating System claims where a current and valid Gas Safety Certificate is not available for inspection at the Home when the Contractor calls.
- 7) attached or integral garages in relation to any loss arising from the Primary Heating System, Electricity, or Lost Keys.
- 8) willful act or omission or lack of maintenance or regular servicing or neglect by You.
- 9) claims arising after the Home has been left unoccupied for 30 consecutive days or more.
- 10) the interruption or disconnection of public services to the Home however caused, or the failure, breakdown or interruption of the main electricity or water or gas supply system.
- 11) materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- 12) the repair or replacement of water tanks and cylinders, external WCs, central heating radiators, external pipes, taps and overflows not likely to cause internal water damage.
- 13) the first amount (the excess) as detailed in the Schedule of each and every claim.
- 14) any consequential loss or damage.
- 15) all public sewers, drains and pipe work which are maintained by local utilities or service undertakings.
- 16) claims arising within the 14 day cooling off period from the date of inception.
- 17) internal locks, doors, glass, or the loss of keys to internal doors, external garages or outbuildings.
- 18) the repair of domestic appliances that are leaking water, other than from external fixed pipe work.
- 19) descaling and any work arising from hard water scale deposits.
- 20) detached garages, outbuildings, cesspits, septic tanks or fuel tanks.
- 21) any damage caused by the Contractor in gaining access to the Home due to the failure of the locks or lost keys.
- 22) external lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
- 23) electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools.
- 24) dripping taps or systems where the water is safely escaping down a drain or the failure of waste disposal units.
- 25) external overflows or drains not causing internal water damage or the leakage of water from swimming pools.
- 26) any form of solar heating systems.
- 27) any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 28) (a) loss or damage to any property, or any resulting loss or expense or any consequential loss.
(b) any legal liability directly or indirectly caused by, or contributed to, by, or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- 29) claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.

Conditions

Reasonable Care

You must take reasonable care and maintain the Home and its equipment in good order and take all reasonable precautions to prevent loss or damage.

Fraud

If any fraudulent claim is made or any fraudulent means or devices are used to obtain benefit under this insurance, all benefits hereunder shall be forfeited.

Recovery of Costs

We may take proceedings at Our own expense in Your name to recover any sums paid under this insurance.

Cancellation of the Policy

We hope you are happy with the cover this policy provides. However, if after reading this policy, it does not meet with your requirements please return it to Your Agent within 14 days of issue (cooling off period), we will refund your premium less costs incurred.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. In such circumstances We will return the unexpired portion of the premium for the period of cover. You may cancel the cover at any time but will not be entitled to the return of any of the premium other than within the first 14 days following issue of the policy. Failure by You to pay any part of the premium when due shall be deemed to be cancellation of the cover, with effect from midnight on the due date.

We reserve the right to cancel Your policy based on evidence of service abuse.

Data Protection

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned hereon.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of any administration fee to inspect the personal data, which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 58 Hagley Road, Stourbridge, West Midlands, DY8 1QD.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests We may disclose data You have supplied to other third parties such as solicitors, loss adjusters, engineers, repairers, replacement companies, other insurers.

Governing Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured Person's habitual residence (in the case of an individual) or central administration and/or place or establishment is located in Scotland, in which case the Law of Scotland shall apply.

How to Arrange Assistance and Make a Claim

1. Before requesting assistance please check that the circumstances are covered by this policy.
2. Telephone the 24 Hour Helpline quoting with whom the policy was arranged and provide details of the problem. **Assistance will only be provided where the landlord telephones the Helpline.**
3. To ensure an accurate record Your telephone conversation may be recorded.
4. Ensure that the current and valid Gas Safety Certificate for the boiler is available for inspection by the Contractor, in respect of gas boiler or primary heating claims.
5. All requests for assistance must be made to the Helpline and not to the Contractors direct otherwise any Emergency Work will not be covered.
6. The Helpline will obtain a suitable Contractor provided there are no circumstances preventing access to the Home or otherwise making the provision of the Emergency Work impossible such as adverse weather conditions, industrial disputes, failure of the public transport system.
7. The Helpline and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.

8. **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 LOCAL GAS COMPANY.**
9. The Contractor will charge the cost of all Emergency Work covered by the policy directly to us.
10. You will be asked to pay the cost of:-
 - a) call-out charges if there is no one at the Home when the Contractor arrives.
 - b) all charges in excess of the Limits of Indemnity.
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

Complaints Procedure

In the event of a complaint arising under this policy, You should in the first instance Contact Domestic SOS who's address is Minerva House Spaniel Row Nottingham NG1 6EP Tel No. 0844 800 3369, if the matter still remains unresolved thereafter You should write to:-

The Managing Director
Legal Insurance Management Ltd
58 Hagley Road
Stourbridge
West Midlands
DY8 1QD

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:-

Head of Claims
UK Underwriting Ltd
2 Gibraltar House
Bowcliffe Road
Leeds
LS10 1HB

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

This applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel. 0845 080 1800

This does not affect Your statutory rights.

Compensation Scheme

AXA Insurance UK Plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS. The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsofen Street, London, E1 8BN, or by telephone or fax (Tel. 0207 892 7300 or Fax. 0207 892 7301), or by e-mail (enquiries@fscs.org.uk).