



PropertyCare – Kitchen & Boiler Insurance

for Landlords



Full Policy Terms & Conditions

PREAMBLE

This policy provides cover for any one of the following three options:

- Kitchen Appliances Breakdown
- Boiler Breakdown
- Kitchen Appliances & Boiler Breakdown

Your chosen options will be specified in the Schedule. Coverage for Kitchen Appliances and/or Boiler at any property specified in the Schedule will only apply if the applicable **premium** for the coverage option chosen has been paid.

Policy limits per insured section and the applicable terms and conditions relevant to each section will only apply to the coverage options **you** have chosen for each property.

INTRODUCTION

PropertyCare Kitchen & Boiler Breakdown Insurance is underwritten by Financial & Legal Insurance Company Ltd (the **insurer**) and arranged and administered by Just-4-Landlords (the **administrator**).

About the Policy

This insurance policy is designed to provide for:

1. The repair or replacement costs incurred as a result of a breakdown of any domestic kitchen appliances contained within each specified property listed in the schedule, subject to the policy limits.
2. The repair or replacement costs incurred as a result of a breakdown of any domestic gas fired boiler (excluding back boilers) within each specified property listed in the schedule, subject to the policy limits.

The policy does NOT cover any form of home emergency and does NOT cover the central heating system, including (but not limited to) external controls, valves, and radiators.

Inspections and repairs for kitchen appliances and boilers will only be carried out during normal business hours (Mon-Fri, 9am-5pm, excluding bank and public holidays).

You can add more **properties** to your **policy** during the **policy period** at *pro rata* additional **premium**, based on the initial overall **premium** paid at the start of the policy and on the unexpired period of the policy.

You can also delete any **property** covered under the **policy** provided that there have not been any claims to date at the given **property** during the **policy period**.

In the event of a property being removed, a *pro rata* return **premium** will be made, based on the initial overall **premium** paid at the start of the policy and on the unexpired period of the policy.

The maximum number of separate properties that can be covered under any one policy is ten (10).

Eligibility

To be eligible for this product:-

1. **You** must be a United Kingdom resident.
2. **You** must be a landlord owning or leasing residential properties within the United Kingdom for the purpose of renting to private **tenants** or a managing agent or association acting on behalf of the owners (including owner occupiers) of residential flats or apartments located within the United Kingdom.
3. Any residential property to be covered must not be a house of multiple occupancy (HMO).

The Policy Booklet

This document is **your** policy booklet. It sets out the benefits, conditions and exclusions of **your** PropertyCare Kitchen & Boiler insurance. It must be read together with the schedule. Please refer to the "DEFINITIONS" for the meaning of words in bold print.

020 8589 0094

Policy Booklet

www.just-4-landlords.com



DEFINITIONS

Administrator

Just-4- Landlords is a trading name of Maintenance Direct Insurance Services Ltd who are authorised and regulated by The Financial Conduct Authority, financial services registration number: 707133. Registered In England No: 03152770. Registered office: Citibase Suite 538, The Atrium, 1 Harefield Road, Uxbridge, UB8 1PH

Annual Claim Limit

The maximum payable for all claims combined under this policy in any one year as shown on the schedule. (See 'Policy Limits Per Insured Section' below for details)

Annual Premium

The sum of all premiums payable for the policy period as shown on the **schedule**.

Authorised Repairer

A repairer instructed by the **administrator**.

Beyond Economic Repair

When the **repair cost** is more than the **single claim limit**, or in our opinion the **kitchen appliance** or **boiler** is not able to be repaired economically, or reliably.

At our option, we may deem an appliance to be **beyond economic repair** if the **repair cost** exceeds 75% of the **single claim limit**.

Boiler

A domestic **boiler** (excluding back **boilers**) installed in a domestic dwelling, fired by gas (excluding Liquid Petroleum Gas and propane) and with a total system output not exceeding 70 kw/hr, including the isolation valve thermostat, timer, temperature and pressure controls provided that these are located within the boiler.

Any external components or controls not situated within the boiler are not covered under this policy.

Breakdown

The sudden and unforeseen failure of any **components** arising from permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before normal operation can be resumed. This **breakdown** must occur while **you** are covered by this insurance and not before the **policy** has commenced.

Call-out

Attendance at the **property** by an **authorised repairer** to carry out repairs or to rectify a **boiler** or **kitchen appliance breakdown**.

Claims Representatives

Just-4-Landlords

Kitchen Appliance, Boilers, CP12 and Servicing (9-5 Monday to Friday):

020 8589 0094

Components

Any mechanical and electrical **component insured** under this insurance **policy** which forms part of the **boiler** or **kitchen appliance's** original specification and is a part that was intended by the manufacturer to be replaceable.

Declared Value

Where applicable, (such as where **you** don't have an original receipt confirming the **original purchase price** or the **kitchen appliance** or **boiler** was in situ when **you** purchased the **property**) this is the value **you** declare **your kitchen appliance** or **boiler** to be worth.

Excess

The first part of each and every claim as shown in the **schedule**.

For convenience, the **tenant(s)** or **occupier(s)** will not be charged for the **excess**. The **excess** for each claim would be payable by the landlord (or if applicable by the managing agent or association) within 21 days of the claim or prior to any replacement or cash settlement in the event the **kitchen appliance** or **boiler** is not repaired.

For **policies** that have been arranged through a managing agent or association, the **excess** will become payable by the managing agent or association within 21 days of the date of the claim or prior to any replacement or cash settlement in the event the **kitchen appliance** or **boiler** is not repaired.

First Start Date

The start date of **your** initial policy.

Geographical Limits

The United Kingdom.

Initial Exclusion Period

A period of 30 days from the date **you** first take out a **policy** with us, during which a **call-out** or repair of any kind is not covered. For **kitchen appliances** or **boilers** registered from the **Policy Start Date** this means the first 30 days following the **Policy Start Date**.

For any **kitchen appliance** or **boiler** registered after the **Policy Start Date**, it is the first 30 days following its registration.

Insured / you / your

The landlord, managing agent, or association, named in the **schedule** as the "Insured".

DEFINITIONS (continued)

Insurer

Financial & Legal Insurance Company Ltd who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, UK financial services No: 202915. Registered in England & Wales company No: 03034220. Registered office: 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW

These details can be checked on the financial services register at www.fca.gov.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Kitchen Appliances

These must be domestic **kitchen appliances** designed for use within a domestic dwelling and for domestic use only and must not be “professional grade” appliances (whosoever designated by the manufacturer), that may typically be found in a commercial setting.

They may include one of each of the following per property up to the maximum number of appliances per property:

Cookers (gas or electric), Cooker Hoods, Ovens (gas or electric), Hobs (gas or electric), Dishwashers, Freezers, Fridges, Fridge-freezers, Microwave Ovens, Tumble Dryers, Washer/Dryers, or Washing Machines.

Original Purchase Price

The price **you** paid for the **kitchen appliance** or **boiler**. **Proof of purchase** may be required in the event of a claim.

Policy

This document and the **schedule** listing each **property** which together form the contract of insurance.

Policy period

The period as specified in the **schedule** commencing on the **policy start date** with renewal thereafter as agreed between **you** and the **administrator**.

Policy start date

The date entered in the **schedule**. The cover under this **policy** starts on the date shown in the policy **schedule**. The cover ends on the expiry date shown in the **schedule**.

Premium

The amount specified in **your Schedule**. The **premium you** have paid to **your policy administrator** for this **policy** includes the **insurer's** charge for covering the risk insured and their associated costs to which they are entitled which **you** irrevocably authorise **your policy administrator** to discharge to **your insurer** on **your** behalf.

The balance of **premium** covering **your policy administrator's** costs and expenses for facilitating the provision of cover to **you**, shall be payable to and retained directly by **your policy administrator**.

Property

The premises and land within the boundary for each **property** specified in the **schedule**.

Repair Cost

The reasonable cost of materials and labour of repairing the **component** which has suffered a **breakdown**.

The cost of parts shall be limited to the manufacturer’s retail **component** cost.

Replacement Cost

The cost of supplying a **kitchen appliance** or **boiler** of similar make and quality as the appliance that has suffered **breakdown**.

Schedule

The **schedule** contains the landlord’s or managing agent’s name and address, **policy** number, the address for each **property** covered and what type of cover has been purchased for each **property** and should be read in conjunction with this document.

Single Claim Limit

The maximum amount payable per claim on any one **kitchen appliance** or **boiler** and is defined as:

The lesser of:

- i. the **declared value**
- ii. the **original purchase price**,
- iii. the **repair cost**,
- iv. the **replacement cost**

and is subject to the [maximum single item claim limits](#) as stated under, ‘*Policy Limits Per Insured Section*’ below.

Tenants / Occupiers

The persons residing at each **property** shown in the **schedule** and previously notified to the landlord or managing agent as **tenants** or **occupiers** of the **property**.

The administrator reserves the right to liaise directly with the tenants / occupiers to ascertain the details and nature of any fault reported and to book appointments and contact details (including a valid mobile number) for the tenants / occupiers must be provided on request.

United Kingdom

England, Northern Ireland, Scotland, Wales, Isle of Man and Channel Islands.

DEFINITIONS (continued)

We / Us

The **insurer** and / or the **administrator** acting on behalf of the **insurer**.

POLICY PERIOD

This **policy** will run for a maximum of 12 months. The date on which **your policy** commences is the date entered in the **schedule**.

Your policy will continue in force until the end of the **policy period**, provided that **your policy** is not cancelled in the meantime. **You** may then be offered renewal of **your policy** for another 12 months.

The **premium** instalments are payable by credit card, debit card or Direct Debit in accordance with the **premium** payment terms entered in the **schedule**.

Registration of Kitchen Appliances & Boilers

You must register each **kitchen appliance** and **boiler** that **you** choose to include with the **administrator** before any coverage can commence.

A maximum of 1 domestic **boiler** and a maximum of 5 different domestic **kitchen appliances** can be registered during the **policy period**. Only one of each type of kitchen appliance can be registered at any one time.

You cannot substitute an unregistered kitchen appliance for an existing registered kitchen appliance.

You must provide the make, model, age and **original purchase price** of each **kitchen appliance** and **boiler** that **you** have chosen to include under this policy.

Registration can be done over the phone, or by mail or email by completing a registration form and sending this to the **administrator**.

Replacement **Kitchen Appliances** or **boiler** will not automatically be registered under the policy. **Please see the section “Adding or Changing Items Covered”**.

You must notify the **administrator** if **you** wish to register any additional **kitchen appliance** - this can only be done if **you** have not already reached the maximum number of **Kitchen appliances** for the **policy period**.

Your policy entitles **you** to receive help and technical support from the **administrator's** telephone helpline to try and resolve any problem **you** are having with the **kitchen appliances or boiler**.

The helpline telephone number is 020 8589 0094 between the hours of 9 a.m. - 5 p.m. Monday to Friday.

If **you** require copies of correspondence from the **administrator** in connection with **your policy** please contact the **administrator**.

RESPONSE TO QUESTIONS

You are under a legal duty to take care when answering questions at the beginning of **your** initial **policy** and at any renewal of the **policy**.

If **you** make a misrepresentation when answering questions asked at the beginning of **your** initial **policy period** and at any renewal of the **policy**, depending on the type of misrepresentation made, this could result in:

1. **Your** insurance contract being rendered void so that claims would not be paid and there would be no cover.
2. The terms of **your** insurance contract may be amended.
3. A proportionate reduction in the amount of **your** claim settlement to take into account of any **premium** that would have been charged.

If the details in any **schedule** is in any way incorrect or **you** are in any doubt as to what needs to be disclosed, please contact the **administrator** immediately.

COOLING OFF PERIOD AND CANCELLATION

You may cancel **your policy** at any time. To cancel **your policy** **you** need to contact the **administrator**.

If **you** cancel **your policy** within fourteen (14) days of receiving **your policy** document (the “Cooling Off Period”) provided that **you** have not made a claim, **you** will receive a full refund of the **premium** **you** have paid.

If **you** cancel **your policy** after the 14 day “Cooling Off” Period“ **you** will receive a refund, after deduction of an administration fee of £35.00, of the part of the **premium** that relates to the unexpired portion of the **policy period** for which **you** have paid **premium**, provided that **you** have not made a claim and provided that **you** have not had the annual CP12 gas safety inspection or a boiler service (if applicable).

If **you** cancel **your policy** after receiving our CP12 Gas Safety Certificate services, **you** will be charged £85 per each given property for these services.

If **you** have had a **boiler** service in addition to a CP12 service, **you** will be charged £100 per each given property.

Please note: Cancelling a direct debit or continuous credit / debit card authority does **NOT** cancel **your** policy.

Therefore if **you** pay the **premium** for **your policy** on a monthly basis (either by Direct Debit or as a recurring transaction on **your** credit or debit card), **you** must contact the **administrator** before cancelling **your** chosen payment method.

If paying monthly and **you** do cancel **your** payment method without first contacting us, **you** will remain liable for any outstanding premium and costs associated with any services **we** have provided.

If the **administrator** has been through the technical procedures to resolve a fault that **you** have reported or **you** have made a claim under **your policy** that involves any repair or replacement, **you** will need to pay the remaining **premiums** up to the renewal date before **you** cancel the **policy**.

The **administrator** or the **insurer** may cancel **your policy** for non-payment of **premium**, **your** failure to comply with the conditions of **your policy**, a fraudulent claim made by **you** or on **your** behalf or the use of fraudulent means to obtain any benefit under **your policy** by giving **you** 14 days’ notice in writing to **your** last known address.

No **premium** will be refunded if **your** policy is cancelled due to **fraud**.

The effective date of cancellation will be immediately after the 14 day notice period unless the **administrator** states otherwise in their written notice or **you** comply with any requirements stipulated by the **administrator** in their written notice as conditions for **your policy** remaining in force.

POLICY LIMITS PER INSURED SECTION

KITCHEN APPLIANCES

Only applicable if you have chosen to include kitchen appliance breakdown at the specified property(ies) as listed in the schedule.

Maximum payable for all claims combined limit per annum, per **property**: £2,500.
Maximum of up to 5 appliances, one of each type per property, up to a total combined value of £3,500.

The maximum combined annual limit applies to all **kitchen appliances** registered at any one **property**.

Maximum single claim limit per item, per claim: £500, less any applicable **excess**.

This is the maximum amount per claim/event that can be claimed.

For any **kitchen appliance** that is 5 years old or older at the date of the claim and which is **beyond economical repair**, the maximum amount payable for any one claim is £250.

For any **kitchen appliance** that is 8 years old or older at the date of the claim and which is **beyond economical repair**, the maximum amount payable for any one claim is £125.

BOILER

Only applicable if you have chosen to include boiler breakdown at the specified property(ies) as listed in the schedule.

Maximum combined limit for all claims per annum, per **property**: £1,500.

Maximum single claim limit per any one claim: £500, less any applicable **excess**.

This is the maximum amount per claim/event that can be claimed.

For any **boiler** that is 7 years old or older at the date of the claim and which is **beyond economical repair**, the maximum amount payable for any one claim is £300, less the applicable **excess**.

If in our opinion the **boiler** cannot be repaired economically, or if spare parts are not available, then (irrespective of the age of the **boiler**) **we** will contribute £350 towards the cost of a replacement boiler, less any applicable excess, **PROVIDED** that the **boiler** is not more than 15 years old at the date of the claim, or is not deemed to be beyond its normal / natural working life in the opinion of our **repairer** – in which case we will contribute £150 towards the cost of a replacement **boiler**, less any applicable **excess**.

Annual CP12 Gas Safety Certificate and Inspection

Annual CP12 Gas Safety Certificate and Inspection PLUS a Boiler Service

Only applicable if you have chosen to include one of these services at the specified property(ies) as listed in the schedule.

This **policy** provides for a CP12 Gas Safety Inspection each year that **your policy** is in force.

CP12 inspections or boiler services will be undertaken by an approved and qualified engineer who will provide a written report after completion.

The CP12 Gas Safety Certificate will only be issued if, on inspection, the **boiler** and gas appliances conforms with current regulations.

CP12 inspections are normally undertaken Monday to Friday, 9 am to 5 pm.

SUFFICIENT NOTICE MUST BE GIVEN TO US

(3 weeks at minimum prior to your current gas safety certificate expiring) and **We** cannot be held liable should **you** require a CP12 inspection and **we** cannot get it done in time prior to **your** current certificate expiring. **You** may be asked to pay extra costs in the event sufficient notice is not given to **us**.

To arrange **your** CP12 inspection, please contact the **administrator**, Just-4-for Landlords.

Please note: A Boiler Service can only be undertaken at the same time as the CP12 inspection. Therefore, if **your** policy also provides for a Boiler Service, then please specify that when contacting the **administrator**.

The provision of CP12 inspections or boiler services are not an element of insurance and is not regulated by the Financial Conduct Authority

INSURED SECTIONS

KITCHEN APPLIANCES & BOILERS

WHAT IS INSURED

Call-out and **repair costs** relating to defective **components** or, at the option of the **administrator**, or the **insurer**, the **replacement cost** incurred as a result of a **breakdown** of a **kitchen appliance** or **boiler** as defined in this **policy** booklet during the **cover period**.

This insurance will cover all mechanical and electrical **components** of the **kitchen appliances** and **boilers** that were the manufacturer's original fitting except those listed below:

1. Service items, user replaceable **components** or limited life consumables including but not limited to fuses, batteries, and lights.
2. Cosmetic items including but not limited to: light covers, knobs, buttons, paintwork, plastic or metal casing, trim, badges or other insignia.
3. Any part of the **kitchen appliance** or **boiler** that is not intended by the manufacturer to be replaceable.

If the **components** of the **kitchen appliance** or **boiler** suffer a **breakdown** then the **insurer** will pay for the repair or replacement of the **components**.

Where required **components** are not in stock for the foreseeable future or when **components** are no longer available, the maximum payable for the claim under the policy is limited to the cost of repair, subject to the **single claim limit** for that **kitchen appliance** or **boiler** and based on the age of appliance as per the table above, less any applicable **excess**.

For faults that arise in the first 90 days of the **initial policy period**, the **annual claim limit** shall be limited to the **annual premium** applicable to the **property** in which the fault has occurred and also subject to a maximum amount payable based on:

- i. the **single claim limit**, or
- ii. the **annual premium** applicable to the **property**.

This insurance covers five **kitchen appliances** and a **boiler**, at each **property**, as specified on the **schedule**.

Subject to the required information being provided before any additional cover commences:

You can add any **property** covered under this **policy** (and thus the **kitchen appliances** and **boiler** contained therein) at *pro rata* additional **premium**, based on the initial **premium** paid at the start of the **policy** and the unexpired period of the **policy**.

You can also delete any **property** covered under the **policy** provided that there have not been any claims to date at the given **property** during the **policy period**.

Beyond Economic Repair:

If the **kitchen appliance** or **boiler** is **beyond economical repair**:

In the case of kitchen appliances:

If the **kitchen appliance** is **beyond economical repair** the **administrator** or the **insurer** may, at their option, arrange for delivery of a new **kitchen appliance** up to the maximum **single item claim limit** applicable to the age of the **kitchen appliance**. (*Installation is not included*).

If an identical replacement is unavailable, the **administrator**, or the **insurer**, will replace the **kitchen appliance** with a new, refurbished or graded **kitchen appliance** of at least grade A of the same or equivalent specification and quality.

The **administrator**, or the **insurer**, may take possession of the **kitchen appliance** and dispose of it. If the **administrator**, or the **insurer**, chooses not to take possession of the **kitchen appliance** they will not be responsible for disposal charges.

For any **kitchen appliance** that is under 5 years old at the date of the claim and which is **beyond economical repair**, the maximum amount payable is £500, or the **declared value**, or the **original purchase price**, or the **replacement cost**, whichever the lesser, less the **excess**.

For any **kitchen appliance** that is 5 years old or older at the date of the claim and which is **beyond economical repair**, the maximum amount payable is £250, or the **declared value**, or the **original purchase price**, or the **replacement cost**, whichever the lesser, less the **excess**.

For any **kitchen appliance** that is 8 years old or older at the date of the claim and which is **beyond economical repair** the maximum amount payable is £125, or the **declared value**, or the **original purchase price**, or the **replacement cost**, whichever the lesser, less the **excess**.

In the case of boilers:

If in our opinion the **boiler** cannot be repaired economically, or if spare parts are not available, then (irrespective of the age of the **boiler**) **we** will contribute £350 towards the cost of a replacement **boiler**, less any applicable excess, **PROVIDED** that the **boiler** is not more than 15 years old at the date of the claim, or is not deemed to be beyond its normal / natural working life in the opinion of our **repairer**— in which case we will contribute £150 towards the cost of a replacement **boiler**, less any applicable **excess**.

WHAT IS NOT INSURED

1. Any breakdown or claim arising within the **initial exclusion period**; being the first 30 days from the date the **kitchen appliance** or **boiler** was first registered.
2. Any claim for any **kitchen appliance** or **boiler** that has not been registered.
3. The repair or replacement of **components** which were faulty or had suffered a **breakdown** prior to the **policy start date** of the insurance of which **you** were aware or of which **you** could reasonably have been expected to be aware at the **start date** or prior to **your** registering the item after the **policy** commenced.
4. The applicable **excess** as specified in the **schedule**.
5. The **breakdown** of any **kitchen appliance** or **boiler** which has been incorrectly or unsafely installed or incorrectly or unsafely repaired or serviced.
6. Where a repair to the **kitchen appliance** or **boiler** is deemed unsafe due to its general condition.
7. Where the **kitchen appliance** or **boiler** is used for a purpose other than private or domestic use or where the **kitchen appliance** or **boiler** is sited at a **property** other than a **property** shown in the **schedule**.
8. The **breakdown** of any **kitchen appliance** or **boiler** as a result of accidental damage.
9. The **breakdown** of any **kitchen appliance** or **boiler** due to animals, fire, explosion, coastal or river flooding, storm or lightning, theft or attempted theft.
10. Corrosion, blockage, denting or scratching, discoloration, staining, rust, mildew, fungus, or faulty materials or workmanship.
11. Odours or smells in or from the **kitchen appliance** or **boiler**.
12. Any type or form of issue relating to an external filter that may be fitted to a **kitchen appliance** or **boiler** (such as a MagnaClean filter fitted to a **boiler**).
13. **Boiler** system / power flushes.
14. The breakdown of any gas powered **kitchen appliance** or **boiler** where a current CP12 Gas Safety Certificate has not been issued for the **kitchen appliance** or **boiler** located within the **property** or the **boiler** has not been serviced within the last 12 months.
15. Reinspection fees following a CP12 Gas Safety inspection failure or where a boiler service cannot be completed.
16. Any compensation or financial loss of any description other than the **repair costs** in respect of the **kitchen appliance** that has suffered a **Breakdown**. This includes laundry costs or loss of food relating to the failure / repair of the **kitchen appliance**.
17. The repair or replacement of any remedial work on any non-functional parts or **components** of any **kitchen appliance** or **boiler**.
18. Damage or **breakdown** due to sludge in the **boiler**, pipework, pumps, or radiators, and any costs relating to a chemical flush of **your boiler** or **heating system**.
19. Any costs relating to the clearing of an air-lock, the bleeding of radiators or the balancing of **your** heating system.
20. Any **kitchen appliance** or **boiler** purchased outside the **United Kingdom** or not purchased through a **United Kingdom** retailer.
21. Any damage caused by animals, insects, or any form of pest infestation.
22. Defects in external wiring, electrical connection or plumbing that are not an integral part of the **kitchen appliance**.
23. Any modification to the **kitchen appliance** or **boiler** or use which is not in accordance with the manufacturer's instructions or use of any accessory which has not been approved by the manufacturer.
24. Application of incorrect or abnormal electrical, gas or water supply or signal connection to the **kitchen appliance** or **boiler**.
25. Permanent or temporary interruption of gas, electricity or water supplies.
26. Transportation or delivery cost in **excess** of £35 and installation/reinstallation of the original kitchen **appliance** or **boiler**.
27. Breakdown of a **kitchen appliance** or **boiler** caused by food, spillages, or foreign bodies (unwanted matter), whether the result or otherwise of a lack of proper cleaning, neglect, willful abuse, or misuse of the **kitchen appliance** or **boiler**.
28. Any further damage caused as a result of the **kitchen appliance** or **boiler** being used after any fault became apparent.
29. Damage or **breakdown** as a result of **your** failure to maintain a **kitchen appliance** or **boiler** and/or the heating system in **your** home in accordance with the manufacturer's recommendations.

WHAT IS NOT INSURED (continued)

30. Routine maintenance or service, inspection, cleaning (such as soap dispensers) or adjustment to the **kitchen appliance** or **boiler** or any normal replacement or limited life consumables.
31. Repairs carried out by anyone other than an **authorised repairer** or not carried out in the **United Kingdom**.
32. Design faults, manufacturing faults or faults which are the subject of a recall by the manufacturer or anyone other than an **authorised repairer** or not carried out in the **United Kingdom**.
33. Repairs prevented by generally poor condition of the **kitchen appliance** or **boiler** as well as issues relating to normally removable parts such as rusted screws, bolts or fixings that the engineer is unable to remove, due to their condition.
34. Any repair that cannot be completed because a non-replaceable part has failed, e.g. oven and dishwasher cavity. Structural issues including leaks caused by failure of the structure, including damaged fridge freezer liners, fridge freezer system blockages and leaks, insulation breakdown, warped chassis or failure of welded seams that cannot be repaired by replacing a **component**.
35. Parts that are not electro mechanical in nature which includes, but is not limited to, freezer and fridge drawers, trays, shelves and door / bottle shelves, housings, lugs, and cabinet parts
36. Any parts that are not essential to the primary function of the **Kitchen appliance** or **boiler** (including but not limited to bulb housings and ice / water dispensers).
37. Parts that are typically replaceable by the consumer.
38. **Kitchen appliances** or **boilers** more specifically insured under any other insurance, policy, warranty or guarantee (i.e. manufacturer's guarantee).
39. Any faults, damage or loss arising directly or indirectly from errors, viruses, omissions or defects in any application or systems software or firmware or the failure of any computer or similar device or software.
40. Costs incurred where no **breakdown** has been found or the fault is rectified by a re-configuration of user settings or in the event that there is otherwise no valid claim under the **policy**.
41. Damage of any kind, howsoever caused, to any property, equipment, appliances, or products of any kind (whether owned by **you** or otherwise), which are not covered under the **policy**.
42. Any other costs that are caused by the event which led to **your** claim, unless specifically stated in this insurance.
43. The cost of fitting a replacement **kitchen appliance** or **boiler** and the cost of modifying any cupboards or storage unit and work surface where the **kitchen appliance** or **boiler** is built in and has become obsolete and a replacement has been supplied.
44. **Call-outs** in respect of or the repair of remedial work on or replacement of defective parts or **components** of:
 - a) Oil fired or solid fuel systems;
 - b) Liquid petroleum gas or propane operated systems;
 - c) Open fires or warm air heating systems;
 - d) Electrotech or Smartheat systems;
 - e) Underfloor heating;
 - f) Solar heating systems;
 - g) Air conditioning systems or units;
 - h) Back Boilers.

GENERAL EXCLUSIONS

We will not pay for nor reimburse **you** for the cost of:

1. Any breakdown or claim arising outside of the **cover period** as shown in the **schedule**.
2. Any breakdowns or claims:
 - c) during the 30 **day initial exclusion period**;
 - d) caused by or arising from or contributed to by circumstances of which **you** were aware before the start of the **period of insurance**;
 - e) caused by or arising from a third party (including but not limited to a building firm, contractor, or utility company);
 - f) where the breakdown or claim is the responsibility of the utility company or any other third party to rectify;
 - g) caused by a deliberate and / or reckless act on **your** part or on the part of any member of **your** immediate family or on the part of any **tenant / occupier**;
 - h) caused by lack of proper maintenance of **your** property;
 - i) due to fire, lightning, explosion, storm, flood resulting from any external cause, theft or attempted theft;
 - j) relating to the interruption, failure or disconnection of the mains utility supplies into the property;
 - k) in any **property** that has been unoccupied for more than 30 consecutive days;
 - l) if no defect or fault is found by the **authorised repairer**, if no one is at the **property** to give the **authorised repairer** the necessary access or in the event that there is otherwise no valid claim under the **policy**;
 - m) in respect of any intermittent or recurring fault;
 - n) in respect of repairs carried by any person without our prior authorisation;
 - o) in respect of the rectification of faulty or incorrect installation;
 - p) in respect of the replacement of parts or **components** which are defective, inadequate or unfit for use due to a design fault;
 - q) where the occupancy at the **property** involves commercial activity or any occupancy not previously notified to the landlord or multiple occupancy in excess of what might be determined as reasonable by the nature of the property;
 - r) in respect or arising from or contributed to by subsidence, landslip or heave.
3. Any other costs that are caused by the event which led to **your** claim, unless specifically stated in this insurance.
4. Replacing parts or **components** intended to be routinely replaced or needing to be replaced due to deterioration in performance, rust or corrosion, faulty or defective design.
5. The removal of asbestos and any repairs that would involve working with items made of asbestos or containing asbestos components. Loss of rent or financial loss of any description.
6. Any facility, system or equipment still under guarantee or warranty from the manufacturer, installer or supplier.
7. Any cost for gaining access to the **boiler** or **kitchen appliance**.
8. The replacement of any **component** parts for items that are still under manufacturer's guarantee.
9. Any amount recoverable from any other party, under the terms of any contract, guarantee, warranty or insurance.
10. Any fees relating to missed appointments.
11. Any legal liability directly or indirectly caused by or contributed to or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
12. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
13. Detention, seizure or confiscation by any legal authority.
14. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, terrorism of any kind, or confiscation or nationalisation or requisition or destruction of any damage to property by or under the order of any government or public or local authority.

GENERAL EXCLUSIONS

(continued)

For the purpose of this exclusion an act of terrorism means the use or threatened use of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

GENERAL CONDITIONS

Compliance with policy conditions

You must comply with the following conditions to have the full protection of **your** insurance. If **you** do not comply with them, the **administrator** may at their option cancel this insurance or refuse to deal with **your** claim or reduce the amount of any claim payment.

Abuse of Staff or Authorised Repairers

We understand that loss of use of a **kitchen appliance** or **boiler** and any service delays can cause frustration. However, all of our personnel and **authorised repairers** have a right to work without risk of abuse, verbal or physical threats, or assault.

In the event that an **authorised repairer** suffers these types of confrontational or aggressive behaviours when visiting **you**, they may cancel the service call and **you** will have to pay for any subsequent service visit.

Governing Law

This insurance is governed by and construed in accordance with English Law. In the event of any dispute the parties will submit to the jurisdiction of the courts of England and Wales.

1. Changes in Circumstances

You must notify the **administrator** as soon as possible of any change which may affect this insurance and in particular a change of any **property** specified in the **schedule**.

2. Reasonable precautions

- a) **You** must maintain any given **property** covered under this **policy** listed in the **schedule** in a state of good repair and ensure that normal maintenance is undertaken.
- b) **You** must replace any parts of any given **property** covered under this **policy** listed in the **schedule** which are failing or showing signs of wear and tear as soon as **you** can after **you** discover any problems.
- c) **You** must service any **boiler** covered under this **policy** once a year.
- d) If a **property** is to be left unoccupied when cold weather is normally expected or forecast, **you** must take reasonable precautions to prevent icing or frost damage, and to give appropriate instructions to the **tenants**, such as leaving the central heating on at a low setting.

3. Fraud

The insurer takes a robust approach to fraud prevention in order to keep **premium** rates down so that **you** do not have to pay for other people's dishonesty.

If any claim under this insurance is fraudulent, or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end.

Your insurance will be cancelled with effect from the date of the fraudulent act and the **insurer** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. They may also inform the police.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

4. Varying Premiums or Cover

Only the **insurer** can vary the terms and conditions of this insurance, including the **premium** payable at the annual renewal date.

5. Adding or Changing Items Covered

You can add **kitchen appliances** to **your policy**, up to the maximum of 5 different **kitchen appliances** per given **property** covered under the **policy**, by notifying the **administrator** and **you** will need to specify the **property** at which the **kitchen appliance** needs to be added.

You cannot substitute an existing **kitchen appliance** registered under **your policy** for another one during the **policy period**.

In the event that we have replaced a **kitchen appliance** or **boiler** during the **policy period** and **you** wish it to be covered under **your policy** on renewal, **you** must notify **us** on renewal.

Please also remember that cover for any **kitchen appliance** or **boiler** will not begin until the manufacturer's guarantee has expired.

6. Personal representatives

In the event of **your** death the **insurer** will provide to **your** personal representative any benefits as would have been payable under this insurance to **you**.

HOW TO MAKE A CLAIM AND CLAIM PROCEDURES

1. If **you** require assistance following a **kitchen appliance** or **boiler** breakdown please call **the claims representatives**:

Boiler & Kitchen Appliance
9-5 Monday to Friday
020 8589 0094

Please quote the name of your landlord or managing agent, the address for the property, and the policy number, which you will find in your schedule of insurance.

2. If the **authorised repairer** cannot gain access to the **kitchen appliance** or **boiler** (for example, as a result of the **kitchen appliance** or **boiler** being boxed in) or they cannot access the **kitchen appliance** or **boiler** safely, **we** reserve the right to decline to provide assistance to **you**.
3. Before authorising a **call-out**, the **claims representative** will need to check that **your policy** is in force and if any of the exclusions are applicable.

4. **We** may charge **you** a fee to cover the cost incurred by **us** of standard **call-out charges** of the **authorised repairer** if the **authorised repairer** arrives in accordance with the arrangements agreed between **you** and **the claims administrator** and neither **you** nor any of **your tenants** aged 18 or older is present at the **property** or the **authorised repairer** cannot gain access to the faulty **kitchen appliance** or **boiler**.
5. **Age and Engineer's Assessment**
The age will be confirmed from information on the **Kitchen Appliance** itself or **boiler**. If this is not possible the **administrator** may arrange for an engineer to assess the age of the **kitchen appliance** or **boiler**. In this event, the age of the **kitchen appliance** or **boiler** as determined by the engineer will be deemed to be its actual age.
6. The **administrator** may, at their option, request **you** to pay any outstanding **premium** in full before settling any claim.
7. If **you** have chosen an **excess**, the **excess** applicable to each claim will be shown in **your schedule**.

For convenience, the **tenants** or **occupiers** will not be charged for the **excess**. The **excess**, where applicable, will be payable by the landlord within 21 days from the date of the claim or prior to any replacement or cash settlement in the event the **kitchen appliance** or **boiler** is not repaired.

If any applicable excess is not paid within 21 days of becoming due, then **we** reserve the right to put the policy on hold and in which case no further call-outs, gas safety inspections, or boiler services would be carried out until the excess is paid.

For policies that have been arranged through a managing agent or association, any **excess** will become payable by the managing agent or association within 21 days of the date of the claim or prior to any replacement or cash settlement in the event the **kitchen appliance** or **boiler** is not repaired.

8. If **you** have other insurances for **your** property **we** reserve the right to contact the insurers of such other insurance for a contribution.

9. **You** will be liable for any costs that are incurred for any faults or issues that are not covered under the policy. This includes but is not limited to:
 - i. failure of the **tenant** or **you** to follow any requested checks
 - ii. incorrect make / brands provided by **you** or **your tenant** leading to the appointment of incorrect engineers
 - iii. installation issues
 - iv. missed appointments, or failure to cancel appointments in a timely manner when they are no longer required
 - v. misuse, abuse, or lack of maintenance
 - vi. no fault found, or user error.

It also includes issues that are the responsibility of the management company or adjoining properties.

PRIVACY AND DATA PROTECTION NOTICE

This section explains the purposes for which the **insurer** will use **your** personal information. The **insurer** collects personal information about **you** in connection with this **policy**. **Your** personal information will be used for the following purposes:

- 1) For administration of this **policy** including, but not limited to, underwriting, administration and claims handling;
- 2) To communicate with **you** in connection with this **policy**;
- 3) For internal analysis and research;
- 4) To comply with legal and regulatory requirements; and
- 5) To help prevent, detect or deal with crime or fraud.

The **insurer** uses agents and service providers to collect, hold and process on its behalf **your** personal information for the purposes set out in this **policy**.

These agents and service providers act on the **insurer's** instructions (as applicable) and will only use the information as the **insurer** tells them to. The **insurer** may disclose **your** personal information to third parties (including to the police, other governmental bodies and other insurers) as required by law or if the **insurer** thinks the disclosure may help to prevent, detect and deal with crime or fraud.

You have the right to ask for a copy of the information the **insurer** holds about **you**.

If **you** find at any time that any of the information the **insurer** holds about **you** is incorrect then **you** should promptly notify the **insurer** or the **policy administrator** (as appropriate) who will correct the inaccuracy.

Your personal information will not be retained for longer than is necessary and will be managed in accordance with the data retention **policy**. Please be aware of the requirement to keep details of any policies **you** apply for or have taken out, including any claims or complaints history under the rules laid out in the Financial Conduct Authority Handbook requirements and other legislation that is applicable from time to time.

You can contact the **insurer** or the **policy administrator** about privacy issues or comment or complain about privacy practices by contacting:

Insurer

Financial & Legal Insurance Company Ltd
1 Lakeside Cheadle Royal Business Park,
Cheadle, Cheshire, SK8 3GW

Policy Administrator

Maintenance Direct Insurance Services
Ltd Citibase Suite 538, The Atrium, 1
Harefield Road, Uxbridge, UB8 1PH
Telephone: 020 8606 0035
Email: admin@cover-4-less.com

AUTOMATIC END TO COVER

Insurance for any individual **kitchen appliance** or **boiler** ends when **you** cease to own it or it leaves the property specified in the **schedule** or the **kitchen appliance** or **boiler** is deemed **beyond economic repair**.

MARKETING

The **insurer** will not use or pass on **your** data to any third party for marketing purposes. All information provided by **you** is used to manage **your** insurance policy only or to offer **you** additional products that may be of interest to **you**.

CUSTOMER CARE

The **insurer** and the **administrator** intend to provide **you** with accurate information, clear documentation and efficient services at all times. If a mistake is made every effort will be made to resolve the problem immediately.

If **you** have any questions about the **policy** **you** should contact the **administrator**.

COMPLAINTS

You deserve a courteous, fair and prompt service. If there is any occasion when the service does not meet **your** expectations, please contact us using the appropriate contact details below and provide the **policy** or claim number and **your** name to help deal with **your** comments quicker.

Sales, Service & Claims Related

Complaints:

Insurer Related Complaints:

Should **your** complaint be about the **insurer** of this **policy**, **you** may write to

Financial & Legal Insurance Company Ltd, 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW
email: complaints@financialandlegal.co.uk

When writing please include the following information:

- 1) Name, address and postcode, telephone number and email address,
- 2) **Policy** number and/or claim number,
- 3) The reason for **your** complaint, and
- 4) Copies of any material **you** may wish to provide.

Financial Ombudsman Service:

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9213, Email: complaint.info@financial-ombudsman.org.uk or online: 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** wish to complain about an insurance **policy** purchased online, **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

RECORDING OF TELEPHONE

CONVERSATIONS

All telephone calls between **you** and the **administrator** may be recorded and monitored for quality and training purposes and the **administrator** reserves the right to use any recordings made.

FINANCIAL SERVICES

COMPENSATION SCHEME (FSCS)

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS.

The FSCS can be visited on the internet at www.fscs.org.uk or can be contacted on 0800 678 1100 or 0207 751 410.

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