



PropertyCare – Kitchen & Boiler Insurance for Landlords



PropertyCare - Kitchen & Boiler Breakdown Insurance Full Policy Terms & Conditions

PREAMBLE

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

- Kitchen Appliances Breakdown
- Boiler Breakdown and specified Home Emergencies
- Kitchen Appliances Breakdown, Boiler Breakdown and specified Home Emergencies

Your chosen options will be specified in the Schedule. Coverage for Kitchen Appliances and/or Boiler and Home Emergency 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 Bastion Insurance Company Limited (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.
3. Emergency assistance in restoring main services and / or making the property safe, secure and habitable after a sudden and unexpected event which exposes people to a risk to their health

or necessitates immediate remedial action to render the property safe or secure and to avoid further damage, subject to the policy limits.

4. You can add or delete any property covered under this policy at pro rata additional **premium** or at pro rata return **premium**, based on the initial overall **premium** paid at the start of the policy and on the unexpired period of the policy.
5. 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 tenants or a managing agent or association acting on behalf of owners (including owner occupiers) of residential flats or apartments located within the United Kingdom.

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.

0345 474 2644

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: Unit 3 Chapel Court, 126 Church Road, Hayes, UB3 2LW

Authorised Repairer

A repairer instructed by the **administrator**.

Beyond Economic Repair

In the case of kitchen appliances:

When repairing a **kitchen appliance** is more costly than the single maximum amount payable on **your policy**. If in our opinion the **kitchen appliance** is not able to be repaired economically, we will pay for the **replacement cost** of the **kitchen appliance** up to the single item limit (shown under, "POLICY LIMITS PER INSURED SECTION" heading below), 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 the maximum amount payable is £250 or the replacement value, whichever the lesser, less the **excess**.

In the case of boilers:

When the cost of repairing a **boiler** would exceed the policy limit for the **boiler** concerned.

If in our opinion the **boiler** cannot be repaired economically, or if spare parts are not available, the following will apply:

1. If the **boiler** is under 10 years of age, at the date of the claim, the **boiler** will be replaced, subject to the cost of replacing the **boiler** being no greater than the applicable policy limit (shown under, "POLICY LIMITS PER INSURED SECTION" heading below), less any applicable **excess**.
2. If the **boiler** is 10 years old or over, at the date of the claim, we will contribute £500 towards the cost of a new **boiler**, less any applicable **excess**.

Boiler

A domestic **boiler** (excluding back **boilers**), 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.

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.

Call-out

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

Claims Representatives

Just-4-Landlords

Boiler and home emergency 24 hour Helpline

Kitchen Appliance, CP12 and Servicing 9-5 Monday to Friday

0345 474 2644

Components

Any mechanical and electrical component **insured** under this insurance **policy** which forms part of the **boiler** or **kitchen appliance's** original specification.

Emergency Pest Contamination

A sudden and unforeseen **pest contamination** that exposes a health risk to **you** or **your immediate** family.

Emergency Repairs

Repairs or remedial work inclusive of labour, materials and the replacement of defective parts or components where reasonably practicable, carried out by an **authorised repairer** to identify and temporarily eliminate a **home emergency** as well as prevent any further damage.

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.

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.

First Start Date

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

Geographical Limits

The United Kingdom.

Home Emergency

- a) Sudden and unforeseen damage or impairment of the water supply pipes, plumbing, internal electrics, internal gas supply pipes, windows and locks at the **property** covered in accordance with the provisions of **your policy** where such damage:
 1. Necessitates immediate remedial action to render the **property** safe or secure or to avoid further damage to the **property**;
 2. Necessitates the restoration of the **main services**.
- b) Breakdown of any **boiler** specified in the **schedule** for each **property**.
- c) **Emergency pest contamination**

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".

Insurer

The **insurer** of this product is Bastion Insurance Company Limited, Development House, St Anne Street, Floriana, Malta, FRN 9010. Bastion Insurance Company Limited is authorised and regulated by the MFSA - Malta Financial Services Authority under authorisation number C 37545. **You** can check these details by visiting the MFSA website at www.mfsa.com.mt.

As an insurance company authorised within the European Union, Bastion Insurance Company Limited is permitted to conduct business in the United Kingdom under Financial Conduct Authority (FCA) reference 446703. 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** and may include:

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.

Main Services

Gas, electricity, water mains, drains, sewers, piping, ducting, cables, wires and associated control gear and accessories, whether underground or over-ground, for which **you** are responsible and which serve to supply the **property**.

Pest Contamination

An infestation of the **property** by:

- a) rats or mice.
- b) wasps or hornets but only if wasps or hornets nests are within the boundary of the **property**.

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 Certificate of Insurance**. 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 a replacement **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.

Shared Drainage Pipes or Drains

Waste drainage pipes or rainwater drains shared by the **property** and a semi-detached house or a flat or maisonette at which a person or persons other than the **tenants** reside.

Shared Plumbing

Plumbing shared by the **property** and a semi-detached house or a flat or maisonette at which a person or persons other than the **tenants** reside.

Shared Water Supply Pipes

Water supply pipes shared by the **property** and a semi-detached house or a flat or maisonette at which a person or persons other than the **tenants** reside.

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**.

United Kingdom

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

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.

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

You must provide the make, model, and age of each **kitchen appliance** and **boiler**.

You must notify the **administrator** if **you** wish to register any additional **kitchen appliance** or replacement **kitchen appliance** or **boiler**.

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 0345 474 2644 between the hours of 9 a.m. - 5 p.m.

Just 4 Landlords PropertyCare – Kitchen & Boiler Insurance

Monday to Friday. We operate 24/7 assistance on the above number for Home Emergency and Boiler Claims

If any of **your kitchen appliances** or **boilers** are replaced, **your policy** will continue to apply to the replaced **kitchen appliance** or **boiler** provided that it has been registered by **you** with the **administrator**.

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 service.

If **you** cancel your **policy** after receiving our CP12 Gas Safety Certificate services, **you** will be charged £70 per property for these services. If you have had a **boiler** service in addition to a CP12 service, you will be charged £98 per 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 appliances breakdown at the specified property(ies) as listed in the schedule.

Maximum combined limit for all claims, per **property**: £3,500.

Single item claim limit per item, per claim: £500, less any applicable excess.

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

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

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 item is £250, or the replacement value, whichever the lesser, less the applicable **excess**.

HOME EMERGENCY ASSISTANCE

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

The maximum amounts **the insurer** will pay out for any one claim, including VAT, during **the period of insurance** are:-

Insured Section 1A and 1B - Water Supply Pipes and Plumbing
£1,000 any one claim.

Insured Section 2 - Drainage
£1,000 any one claim.

Insured Section 3 - Internal Domestic Gas Supply
£1,000 any one claim.

Insured Section 4- Internal Electrics
£1,000 any one claim.

Insured Section 5- Pest Contamination
£500 any one claim.

BOILER

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

The maximum amounts **the insurer** will pay out for any one claim, including VAT, during **the period of insurance** are:-

Boilers under 10 years old – £1,000 any one claim.

Boilers 10 years old and over - £500 any one claim.

If a **boiler** is 10 years old or older at the date of the claim and cannot be economically repaired, then we will contribute £500 towards the cost of a replacement **boiler**, less any applicable **excess**.

Excess

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.

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.

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, normally replaceable **components** or limited life consumables including but not limited to fuses, batteries and fluorescent tubes.
2. Cosmetic items including but not limited to: light covers, knobs, buttons, paintwork, plastic or metal casing, trim, badges or other insignia.

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**.

This insurance covers any number of **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 or delete any **property** covered under this **policy** (and thus the **kitchen appliances** and **boiler** contained therein) at *pro rata* additional **premium** or at *pro rata* return **premium**, based on the initial **premium** paid at the start of the **policy** and the unexpired period of the **policy**.

Beyond Economic Repair:

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

In the case of kitchen appliances:

We will pay for the **replacement cost** of the **kitchen appliance** up to the single item limit (shown under the, "POLICY LIMITS PER INSURED SECTION" below), after deduction of the applicable **excess**.

The **administrator** or the **insurer** may, at their option, alternatively arrange for the **kitchen appliance** to be replaced.

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 8 years old or older at the date of the claim and which is **beyond economical repair**, the maximum amount payable is £250, or the replacement value, whichever the lesser, less the **excess**.

In the case of boilers:

If **your boiler** is **beyond economic repair**, or if spare parts are not available, we will:-

1. Replace the **boiler** if it is under 10 years of age at the date of the claim. The maximum amount the **insurer** will pay for the cost of replacing the **boiler** is £1,000.
2. Contribute £500 towards the cost of a new **boiler** if the **boiler** is 10 years old or over at the date of the claim if **you** provide us with a copy of the receipt for the purchase of a new **boiler** within sixty (60) days of the **call-out**, less any applicable **excess**.

In the case of replacements:

Please notify the **administrator** if **you** want to register a replacement **kitchen appliance** or **boiler** for cover under **your** insurance. Please see the section 'Adding or changing the **kitchen appliances** or **boilers** covered'.

Annual CP12 Gas Safety Certificate and Inspection

Annual Combined 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 or a CP12 Gas Safety Inspection plus a Boiler Service for each year that **your policy** is in force.

The CP 12 inspection, plus a boiler service if applicable, will be undertaken by an approved and qualified engineer who will provide **you** with a written service report on completion of the service.

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

Please note: CP12 inspections and boiler services are normally undertaken Monday to Friday, 9 am to 5 pm between 1st April to 31st October.

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 inspection and boiler services are not elements of insurance and are not regulated by the Financial Conduct Authority

WHAT IS NOT INSURED

1. Any 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.
4. The first £35 of any claim for any **kitchen appliance**, irrespective of age, or a **boiler** which is less than ten (10) years old at the time of **breakdown**.

For any **boiler** which is ten (10) years old or older at the time of **breakdown** it will be the first £75 of any claim for any **boiler**.
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 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**.
7. The **breakdown** of any **kitchen appliance** or **boiler** as a result of accidental damage.

8. The **breakdown** of any **kitchen appliance** or **boiler** due to animals, fire, explosion, coastal or river flooding, storm or lightning, theft or attempted theft.
9. Corrosion, discolouration, denting or scratching.
10. 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**.
11. Reinspection fees following a CP12 Gas Safety failure.
12. The repair or replacement of any remedial work on any non-functional parts or **components** of any **kitchen appliance** or **boiler**.
13. 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**.
14. Any costs relating to the clearing of an air-lock, the bleeding of radiators or the balancing of **your** heating system.
15. Any **kitchen appliance** or **boiler** purchased outside the **United Kingdom** or not purchased through a **United Kingdom** retailer.
16. 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.
17. Application of incorrect or abnormal electrical, gas or water supply or signal connection to the **kitchen appliance** or **boiler**.
18. Permanent or temporary interruption of gas, electricity or water supplies.
19. Transportation or delivery cost in excess of £35 for a replacement kitchen **appliance** or **boiler**.
20. Foreign bodies (unwanted matter that has entered the **kitchen appliance** or **boiler**), neglect, willful abuse or misuse of the **kitchen appliance** or **boiler** and any damage caused as a result of the **kitchen appliance** or **boiler** being used after any fault became apparent.
21. 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.
22. 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.
23. Repairs carried out by anyone other than an **authorised repairer** or not carried out in the **United Kingdom**.
24. 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**.
25. Repairs prevented by generally poor condition of the **kitchen appliance** 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.
26. 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, insulation breakdown, warped chassis or failure of welded seams that cannot be repaired by replacing a **component**.
27. 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 which are not essential to the primary function of the **Kitchen appliance** or are typically replaceable by the consumer.
28. **Kitchen appliances** or **boilers** more specifically insured under any other insurance, policy, warranty or guarantee (i.e. manufacturer's guarantee).

29. 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.
30. Costs incurred where no **breakdown** has been found.
31. 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.
32. **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.

Insured Section 1 – Water Supply Pipes and Plumbing

Section 1 A Water Supply Pipes

WHAT IS INSURED

Call-out and **emergency repairs** required as a result of a home **emergency** involving the leakage, collapse or blockage of the mains water supply pipe connecting the main stopcock in the **property** to the point where it is connected to the

- a) public water supply pipe.
- b) the **shared water supply pipe** within the boundary of the **property** if **you** have sole responsibility for this.

WHAT IS NOT INSURED

1. Repairs or remedial work to or the clearing of or replacement of
 - a) water supply pipes to or from detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants and other such exterior property;
 - b) any section of the **shared water supply pipe** within the boundary of the **property** for which **you** do not have sole responsibility;
 - c) frozen sections of the water supply pipe unless there are visible signs of leakage or collapse;
 - d) lead pipes;

- e) any soakaway (being a pit filled with rubble for water to drain into) septic tanks, cesspit, treatment plant and their overflow pipes;

Insured Section 1 B Plumbing

WHAT IS INSURED

Call-out and **emergency repairs** required as a result of a home **emergency** involving:

1. the internal hot and cold water pipes between the main stopcock in the **property** and the internal taps;
2. the cold water storage tank in the **property**;
3. sudden leakage from internal overflow pipes in the **property**;
4. sudden leakage from a toilet cistern in the **property**;
5. sudden leakage of water from the central heating system in the **property** which cannot be controlled by turning off one or more radiators;
6. the total failure of the central heating system in the **property**;
7. water leakage from shower fixtures and fittings in the **property** which can only be controlled by shutting down the water supply at the main stopcock in the **property**;
8. Sudden and unexpected failure of the toilet in the **property** to function.

WHAT IS NOT INSURED

1. Repairs or remedial work to or the clearing of or replacement of
 - a) supply pipes to or from detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants and other such exterior property;
 - b) any section of the **shared water supply pipe** within the boundary of the **property** for which **you** do not have sole responsibility;
 - c) frozen sections of any pipe unless there are visible signs of leakage or collapse;
 - d) lead pipes;
 - e) any soakaway (being a pit filled with rubble for water to drain into) septic tanks, cesspit, treatment plant and their overflow pipes;
 - f) water or heating cylinders;
 - g) washers or taps;
 - h) macerator type toilet units or waste disposal units;
 - i) saniflow systems or sanitary ware, siphon units, guttering, bath, bidet, sink, water taps, shower trays or enclosures, toilet bowls or associated pumps;

- j) ground source heat pumps or pipes used in connection with ground source heat pumps.
- 2. Slow seepage from joints or gaskets not involving a sudden escape of liquid.
- 3. The bursting of or leakage from pipes or flexible hoses fitted with a stop tap.
- 4. The replacement of steel or asbestos water tanks, immersion heaters, heating controls, water pressure pumps, radiators, shower units and fittings, steel pipes, any internal pipe work if 1 inch bore or greater, or heated towel rails.
- 5. Damage or breakdown due to sludge in the boiler, pipework, pumps, or radiators.
- 6. The infusion of additives such as corrosion inhibitors into the heating system.
- 7. The cost of replacing and installing parts or components which do not conform to current required standards.
- 8. The repair of or remedial work on or the replacement of radiators other than drainage and isolation of leaking radiators and the replacement of faulty radiator valves.
- 9. The repair of or remedial work on or replacement of vented hot water.
- 10. Cylinders other than the drainage and isolation of the cylinder.

Insured Section 2 Drainage

WHAT IS INSURED

Call out and **emergency repairs** required as a result of a **home emergency** involving the waste drainage pipes or rainwater drains within the boundary of the **property** as a result of which the pipes or drains are blocked.

Emergency repairs shall include the locating, unblocking and repairing of waste drainage pipes or rainwater drains up to the connection with the public mains (if **you** are solely responsible for the waste drainage of the **property**) or communal collection tank, septic tank, cesspit or treatment plant (if responsibility is shared with others).

WHAT IS NOT INSURED

1. Repairs to or the rectification of or the clearing of or the replacement of
 - a) Any soakaway (being a pit filled with rubble for water to drain into) septic tank, cesspit, treatment plant and their overflow pipes;
 - b) Any section of the **shared drainage pipes** or **drains** within the boundary of the **property** for which **you** do not have sole responsibility.
2. Saniflow systems or sanitary ware, siphon units, guttering, bath, bidet, sink, water taps, shower trays or enclosures, toilets.

Insured Section 3 Internal Gas Supply

Any suspected gas leaks should be reported immediately to the National Grid Emergency Service on 0800 111 999.

WHAT IS INSURED

Call-out and **emergency repairs** required as a result of a **home emergency** involving a leak to the internal gas supply pipe between the meter and a gas appliance in the **property**.

WHAT IS NOT INSURED

Leakage of gas from a gas appliance itself unless it is registered and covered under the **policy**.

Insured Section 4 Internal Electrics

WHAT IS INSURED

Call-out and **emergency repairs** required as a result of a **home emergency** involving the total failure of the supply of electricity to the **property** but only from the domestic consumer unit.

WHAT IS NOT INSURED

1. Any failure of the external supply of electricity into the domestic consumer unit of the **property** due to an interruption, failure, or disconnection of the mains electricity supply or your failure to pay for the supply of electricity to the **property**.
2. Any work on spotlights or decorative floor lights, security systems or any

external fittings such as TV aerials and satellite dishes.

3. **Call-out** and **emergency repairs** if only part of the electrical supply system in **your property** fails or the failure is intermittent.
4. The cost of replacing the main user control board or any electrical fittings other than defective sockets or switches.
5. Any remedial work other than remedial work necessary to restore the supply of electricity to the **property**.
6. Any electrical failure at the **property** caused by external, coastal, or river flooding.

Insured Section 5 Pest Contamination

WHAT IS INSURED

Call-out and professional pest extermination and control as a result of a **home emergency** involving **pest contamination in the property** or in any detached outbuildings, sheds or garages within the boundary of **the property** or, with respects to wasps and hornets, within **your** garden.

WHAT IS NOT INSURED

1. Infestation of the **property** or any detached outbuildings, sheds, or garages within the curtilage of the **property** by any pests or vermin other than rats, mice wasps or hornets.

2. Damage to decorations or to any wall partition or ceiling including, for example, wallpaper and paintwork.
3. Damage to structure or masonry or fixtures caused by or contributed to by pests.
4. Making good any damage caused while remedying **the pest contamination (you will be advised if any damage is likely to occur at the outset of the call-out).**
5. Any infestation caused by or arising from or contributed to by **your** failure to take reasonable precautions (including but not limited to lack of proper hygiene) to prevent **pest contamination.**

GENERAL EXCLUSIONS

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

1. Any claims arising outside of the **cover period** as shown in the **schedule.**
2. Any claims:
 - a) occurring before the start of **the period of insurance** or during the **30 day initial exclusion period;**
 - b) caused by or arising from or contributed to by circumstances of which **you** were aware before the start of the **period of insurance;**
 - c) 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;**

- d) caused by lack of proper maintenance of **your** property;
 - e) due to fire, lightning, explosion, storm, flood resulting from any external cause, theft or attempted theft;
 - f) relating to the interruption, failure or disconnection of the mains utility supplies into the property;
 - g) in any **property** that has been unoccupied for more than 30 consecutive days;
 - h) 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;**
 - i) in respect of any intermittent or recurring fault;
 - j) in respect of repairs carried by any person without our prior authorisation;
 - k) in respect of the rectification of faulty or incorrect installation;
 - l) in respect of the replacement of parts or **components** which are defective, inadequate or unfit for use due to a design fault;
 - m) 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;
 - n) 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. Permanent repairs, where **emergency repairs** are required, unless the permanent repairs can be undertaken during the **call-out** at no greater cost than temporary repairs.
 6. 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.
 7. Any facility, system or equipment still under guarantee or warranty from the manufacturer, installer or supplier.
 8. Making good damage to or impairment of the fabric of **your property** or of any redecoration following the completion of **emergency repairs.**
 9. Any cost for gaining access to the source of the emergency and any repair costs for damage or impairment to any part of **your property** that is caused in order to

access the source of the emergency; such as digging into a concrete floor in order to access underfloor piping, breaking of tiles in order to access cables or pipework.

10. The replacement of any **component** parts for items that are still under manufacturer's guarantee.
11. Where relevant: the reinstatement (other than back-filling to leave the ground level) of hard or soft landscaping such as tarmac, concrete, block paving, walls, flower beds and lawns after necessary excavation.
12. Any amount recoverable from any other party, under the terms of any contract, guarantee, warranty or insurance.
13. 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.
14. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
15. Detention, seizure or confiscation by any legal authority.
16. 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. 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.

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 insurance and you can replace existing ones and/or a **boiler** by notifying the **administrator**. **You** will need to specify the **property** at which **kitchen appliances** have been added or where **kitchen appliances** or a **boiler** has been replaced.

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

6. 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.

7. 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

See items 1 – 7 below

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

Just-4-Landlords

**Boiler and home emergency
24 hour helpline**

**Kitchen Appliance, CP12 and
Servicing**

9-5 Monday to Friday

0345 474 2644

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. In the case of suspected gas leaks you must immediately call the National Grid Gas Emergency Service on 0800 111 999. They will attend the property and isolate the leak.

Following that visit, the situation will be dealt with under **your policy** by an **authorised repairer** who is a Gas Safe registered engineer.

3. If the facility, system or equipment cannot be accessed safely, we have the right to decline to provide assistance to **you**.

4. If any internal fixtures or fittings, such as fitted units, special floor coverings such as wood block or ceramic or wall tiles need to be removed to gain access to the facility, system or equipment in respect of **your** required assistance:
 - a) the **authorised repairer** will only remove such internal fixtures or fittings if **you** give **your** specific consent.
 - b) **you** will be solely responsible for the restoration or reinstatement or for costs of reinstatement of internal fixtures or fittings following completion of **emergency repairs**.
5. 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.
6. **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**.
7. **Age and Engineer's Assessment**
The age will be confirmed from information on the **Kitchen Appliance** itself. If this is not possible the **administrator** may arrange for an engineer to assess the age of the **kitchen appliance**. In this event, the age of the **kitchen appliance** as determined by the engineer will be deemed to be its actual age.
8. The **administrator** may, at their option, request **you** to pay any outstanding **premium** in full before settling any claim.
9. If **you** have other insurances for **your** property **we** reserve the right to contact the insurers of such other insurance for a contribution.

AUTOMATIC END TO COVER - INDIVIDUAL APPLIANCES

Insurance for any individual kitchen appliance ends when you cease to own it or it leaves the property specified in the schedule.

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

Floriana Bastion Insurance Company Limited,
4th Floor, Development House,
St Anne Street, FRN 9010, Malta.

Policy Administrator

Maintenance Direct Insurance Services Ltd
Unit 3 Chapel Court, 126 Church Road Hayes,
UB3 2LW
Telephone: 020 8606 0035
Email: admin@cover-4-less.com

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 and Claims Related Complaints:

Insurer Related Complaints:

Should **your** complaint be about the **insurer** of this **policy**, **you** may write to Mr Anthony Mowatt, Director
email: complaints@bastion-insurance.com
of Bastion Insurance Company Limited,
4th Floor, Development House,
St Anne Street, Floriana, FRN 9010, Malta.

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.

In the event that **your insurer** complaint remains unresolved, **you** also have an option to seek an independent review writing to the Arbiter for Financial Services at:

Office of the Arbiter for Financial Services,
First Floor, St Calcedonius Square,
Floriana, FRN1530 Malta.

Following this complaint procedure does not affect **your** right to take legal action.

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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