Boiler Care Boiler Breakdown Insurance



CONTENTS

(INTRODUCTION	2
	DEFINITIONS	2
(1)	POLICY PERIOD	4
	YOUR RESPONSE TO QUESTIONS	4
X	COOLING OFF PERIOD AND CANCELLATION	5
	TABLE OF LIMITS, SUB-LIMITS & EXCESS	6
	INSURED SECTIONS	6
×	GENERAL EXCLUSIONS	7
	GENERAL CONDTIONS	9
B	HOW TO MAKE A CLAIM	10
(D)	PRIVACY, DATA PROTECTION & MARKETING	11
①	CUSTOMER CARE & COMPLAINTS	12
£	FINANCIAL SERVICES COMPENSATION SCHEME	13
	ALTERNATIVE TO INSURANCE	13
A	APPENDIX A	14



INTRODUCTION

This policy provides cover for any one of the following 3 options:

- Standard (Boiler and Controls only).
- Premium (Boiler and Controls plus Central Heating).
- Diamond (Boiler and Controls plus Central Heating and a free annual boiler service).

Your chosen option will be specified in the Schedule of insurance. Specific details for the different types of coverage are included in this policy booklet under the following insured sections:

Section	Applicable to Policy Type
1 - Boiler & Controls	All policy types
2 - Central Heating	Premium & Diamond

Coverage will only apply if the applicable **premium** for the option chosen has been paid. The applicable policy limits and the terms and conditions for each section will apply to the coverage option **you** have chosen.

BoilerCare Breakdown Insurance is underwritten by Financial & Legal Insurance Company Ltd (the insurer) and arranged and administered by Cover-4-Less (the administrator).

About the Policy

Depending on **your** chosen option, the policy is designed to provide for: -

 Repair costs incurred as a result of the breakdown of your boiler, subject to the policy limits. Repair costs incurred as a result of the breakdown of your central heating, subject to the policy limits.

The policy does not provide emergency cover and is intended for **breakdown** cover only between 9am and 5pm Monday to Friday excluding public holidays.

Eligibility

To be eligible for this product:-

- You must be a United Kingdom resident.
- You must be the owner occupier of the home to be covered.
- 3. The **property** must be a private residence with no commercial use.

The Policy Booklet

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



DEFINITIONSAdministrator

Cover-4-Less is a trading name of Maintenance Direct Insurance Services Ltd who are Authorised & 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 Rd, Uxbridge, UB8 1PH

Tel: 020 8589 0095

Email: admin@cover-4-less.com

Beyond Economic Repair

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 applicable sub-limit contribution will be

applied – see "APPENDIX A" at the back of this booklet.

Boiler

The domestic **boiler** contained in **your home** (excluding back boilers), fired by gas (excluding Liquid Petroleum Gas and propane) and with a total system output not exceeding 70 kW, including the isolation valve, thermostat, timer, temperature and pressure controls.

Breakdown

Immediate functional stoppage necessitating repair or rectification before normal functioning can be resumed.

Breakdown must occur while you are covered by this insurance.

Call-out

Attendance at **your property** by a **repairer** to rectify a **boiler** or **central heating breakdown**.

Central Heating

The **central heating** system which includes the **boiler**, pump, motorized valve, radiator and radiator valves, hot water cylinder - including the thermostat, and central heating header / filler tank.

Claims Representative

Cover-4-Less

Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH

Tel: 020 8589 0095

Email: admin@cover-4-less.com

Excess

The amount, shown in the **schedule**, that **you** will have to pay in the event of a claim. In the event of a claim any applicable excess not already paid will be deducted from any settlement for a valid claim.

Immediate Family

Your domestic partner, child or children

and any other person permanently residing at **your** address and not paying commercial rent.

First Start Date

The start date of your initial policy.

Geographical Limits

The United Kingdom.

Home

The private address in the **United Kingdom** where **you** permanently reside as shown in the **schedule** as **your home** address.

Initial Exclusion Period

A period of 30 days from the **first start date** during which **you** are not covered for any **call outs.**

Where a claim is made in **the initial exclusion period**, no further claim can be made for this symptom or peril without proof the issue was resolved in the form of a verifiable repair receipt.

Insured / you / your

The person named in the **schedule** as the "Insured".

<u>Insurer</u>

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.

Policy

This document and the **schedule** 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 **your policy schedule**. The cover ends on the expiry date of **your policy 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 home and land within the boundary.

Repairer

A person or company who is approved and authorised by the claims representative to attend a boiler breakdown covered by your policy.

Schedule

The **schedule** contains **your** policy number and home address and should be read in conjunction with this document.

United Kingdom

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

We

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**.

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



YOUR RESPONSE TO QUESTIONS

You are under a legal duty to take care when answering questions at

the beginning of **you**r 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:

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.
- 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 the **schedule** are 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.
- 2. If you cancel your policy after the 14 day "Cooling Off Period" you will receive a refund, after deduction of an administration fee of £25.00, 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 free annual boiler service.

If **you** cancel **your policy** after receiving our free boiler service, **you** will be charged £75 for the boiler service.

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

The administrator or the insurer may cancel your plan for non-payment of premium, your failure to comply with the conditions of your plan, 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.



See **APPENDIX A** at the back of this policy booklet.

There is a choice of cover levels available: Standard, Premium, or Diamond. The cover level you have chosen will be shown in your Schedule.

The choice of cover levels allows **you** to choose the maximum limit payable for any one claim and the annual aggregate limit, which is the total payable in one year for all claims combined.

This also allows **you** to choose the scope of cover ranging from boiler only protection to boiler and central heating cover.

If you have chosen to have an excess, the excess applicable to each claim will be shown in your schedule

INSURED SECTIONS

Insured Section 1: Boiler & Controls

What is insured

Call-out and the repair of and /or remedial work and/or the replacement of defective parts or components of your boiler by a Gas Safe registered engineer following the breakdown of your boiler.

If your boiler is beyond economic repair, or if spare parts are not available, we will apply the applicable sub limit contribution – see APPENDIX A at the back of this policy booklet.

What is not insured



- 1. The applicable excess.
- 2. The **breakdown** of any **boiler** which has been incorrectly or unsafely installed or incorrectly or unsafely repaired or serviced.
- The breakdown of the boiler as a result of fire, explosion, coastal or river flooding, storm or lightning.
- The repair or replacement of any remedial work on any non-functional parts of your boiler.
- 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 central heating.
- Any costs relating to the clearing of air-lock, the bleeding of radiators or the balancing of your heating system.
- Call-out in respect of the repair of, or remedial work on, or replacement of, defective parts or components of
 - a) the pump (unless housed within the boiler), motorized valve, radiator and radiator valves, hot water cylinder - including the thermostat, and central heating header / filler tank.
 - b) oil fired or solid fuel systems;
 - c) liquid petroleum gas or propane operated systems;
 - d) open fires or warm air heating systems;
 - e) Electrotech or Smartheat systems;
 - f) underfloor heating;
 - g) solar heating systems;
 - h) air conditioning systems or units;
 - i) back boilers

Insured Section 2: Central Heating



What is insured

Call-out and the repair of and /or remedial work and/or the replacement of defective parts or components of your boiler or central heating by a Gas Safe registered engineer following the breakdown of your boiler or central heating.



What is not insured

- 1. The applicable excess.
- 2. The **breakdown** of the **boiler** or **central heating** which has been incorrectly or unsafely installed or incorrectly or unsafely repaired or serviced.
- The breakdown of the boiler or central heating as a result of fire, explosion, coastal or river flooding, storm or lightning.
- 4. The repair or replacement of any remedial work on any non-functional parts of **your boiler** or **central heating**.
- 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 central heating.
- Any costs relating to the clearing of air-lock, the bleeding of radiators or the balancing of your central heating.
- 7. **Call-out** in respect of the repair of, or 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.

FREE ANNUAL BOILER SERVICE

Only applicable if you have chosen the Diamond option.

The annual service will include cleaning and various function and safety checks.

The **boiler** service will be undertaken by an approved and qualified engineer who will provide **you** with a written service report on completion of the service.

Boiler services are normally undertaken Monday to Friday, 9am to 5pm between 1st April to 31st October.

To arrange your free boiler service please contact the administrator Cover-4-Less by telephone on the customer service number 020 8589 0095 or by email: admin@cover-4-less.com

The administrator will then arrange for your boiler to be serviced at a date that is convenient for you.

This is not an element of insurance and is not regulated by the Financial Conduct Authority.



GENERAL EXCLUSIONS

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

- Any call-out relating to problems or issues that:
 - a) occurred before the start of the period of insurance or during the 30 day initial exclusion period.
 - b) have been caused by or have arisen from or contributed to by circumstances of which **you** were aware before the start of the **period of insurance.**

- have been caused by a deliberate and/or reckless act on your part or on the part of any member of your immediate family.
- have been caused by lack of proper maintenance of your property.
- e) have been caused by external flooding, fire, lightning, or explosion.
- Any call-out to in any property that has been unoccupied for more than 30 consecutive days;
- A call-out if no defect or fault is found by the repairer or in the event that there is otherwise no valid claim under the policy;
- Any call-out in respect of any intermittent or recurring fault;
- Any call-out carried by any person without our prior authorisation;
- The rectification of faulty or incorrect installation;
- The replacement of parts or components which are defective, inadequate or unfit for use due to a design fault;
- Repairs which become necessary as a result of your failure to maintain the boiler or the central heating in your home in accordance with the manufacturer's recommendations;
- 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;
- The removal of asbestos and any repairs that would involve working

- with items made of asbestos or containing asbestos components.
- Any facility, system or equipment still under guarantee or warranty from the manufacturer, installer or supplier;
- Making good damage to or impairment of the fabric of your property or of any redecoration following the completion of a repair;
- 13. The replacement of any **component** parts for items that are still under manufacturer's guarantee.
- 14. Any amount recoverable from any other party under the terms of any contract, guarantee, warranty or insurance.
- 15. Any **call-out** caused by or arising from or contributed to by:
 - a) subsidence, landslip or heave;
 - b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - c) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - d) Any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss, damage or expense. 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.
- e) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
- 16. Any cost for gaining access for the purpose of a repair and any repair costs for damage or impairment to any part of **your** property that is caused in order to access a repair such as digging into a concrete floor in order to access underfloor piping, breaking of tiles in order to access cables or pipework.

GENERAL CONDTIONS 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

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 to the information **you** have provided to us, in particular any of the following:

- change of address
- if you or your family intend to use your home for any reason other than private residential purposes.

- a) You must maintain your property in a state of good repair and ensure that normal maintenance is undertaken.
- b) You must replace any parts of your home which are failing or showing signs of wear and tear as soon as you can after you discover any problems.
- You must have your boiler serviced once a year.
- d) If you intend to leave your home unoccupied when cold weather is normally expected or forecast, you must take reasonable precautions to prevent icing or frost damage, such as leaving the central heating on at a low setting.

3. Fraud

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.

2. Reasonable precautions

5. 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.

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

See items 1 - 8 below

 If you require assistance following a boiler breakdown please call the claims representative between 9am and 5pm Monday to Friday excluding public holidays:

Cover-4-Less: 020 8589 0095

Please quote **your policy** number which **you** will find in **your schedule** of insurance.

- In the case of suspected gas leaks you must immediately call the National Gas Emergency Number 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 a repairer who is a Gas Safe registered engineer where appropriate.
- If the facility, system or equipment cannot be accessed safely, we have the right to decline to provide assistance to you.
- 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 **you** require assistance

- a) the 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 any callouts or repairs.
- 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 any costs the we incur for any call-out charges if no fault is found or if the problem / issue reported by you is not covered under the policy or if the repairer arrives in accordance with the arrangements agreed between you and the claims administrator and neither you nor any member of your immediate family aged 18 or older is present at your home.
- 7. If **you** have other insurances that include cover for the same risks as this insurance, **we** reserve the right to contact the insurers of such other insurance for a contribution.

Where a policy is paid in instalments and there is a claim which exceeds £350 within the first year of the policy (i.e. excluding renewals) then the remaining premium will be payable prior to repairing or replacing the item or making any cash settlement.



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 **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 Rd, Uxbridge, UB8 1PH Telephone: 020 8589 0095

Email: admin@cover-4-less.com

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**.

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.



CUSTOMER CARE & COMPLAINTS

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

Cover-4-Less

Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH

Tel: 020 8589 0095

Email: admin@cover-4-less.com

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:**

Maintenance Direct Insurance Services Ltd Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH

Telephone: 020 8589 0095 Email: admin@cover-4-less.com

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

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@financialombudsman.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 vou 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/ C

FINANCIAL SERVICES COMPENSATION SCHEME

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 4100.

ALTERNATIVE TO INSURANCE

The alternative to an insurance product would be for **you**, where necessary, to arrange **call outs** with appropriate engineers and tradesmen and for **you** to pay for any repair or replacement costs.



Table of Limits

Cover Level	Limit any one claims	Annual Aggregate claims limit	Sub Limit contribution if the boiler is beyond economic repair
Standard (Boiler and Controls only)	£500 but £350 if the boiler is 7 years old or older	£1,000	£350 if the boiler is under 7 years old. £200 if the boiler is 7 years old or older
Premium (Boiler and Controls plus Central Heating)	£500 but £350 if the boiler is 7 years old or older	£1,500	£350 if the boiler is under 7 years old. £200 if the boiler is 7 years old or older
Diamond Boiler and Controls plus Central Heating and plus a free annual boiler service)	£500 but £350 if the boiler is 7 years old or older	£1,500	£350 if the boiler is under 7 years old. £200 if the boiler is 7 years old or older



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Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH