



landlord home emergency insurance policy

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. ALL POTENTIAL CLAIMS MUST BE REPORTED TO OUR CLAIMS HELPLINE.

CLAIMS HELPLINE – 01384 884040

THIS POLICY IS ONLY IN RESPECT OF PROPERTY EMERGENCY ASSISTANCE AND CANNOT ASSIST WITH ANY OTHER INSURANCE MATTER. IT DOES NOT TAKE THE PLACE OF YOUR MATERIAL DAMAGE INSURANCE. IF THE SITUATION IS NOT AN EMERGENCY LIKELY TO CAUSE INSECURITY, EXCESSIVE DISCOMFORT, RISK OR DIFFICULTIES, YOU SHOULD TELEPHONE YOUR BUILDINGS INSURER DIRECT FOR CLAIMS ASSISTANCE AND ADVICE.

How to arrange Assistance and Make a Claim

1. Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem
 2. The Claims Helpline Service will obtain a suitable Contractor
 3. The Claims Helpline Service and the Contractor will use their discretion as to when and how the Emergency Work is undertaken.
 4. You must ensure that whilst the Contractor is at the Property an appropriate person to authorise any work is also present.
 5. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
 6. You will be asked to pay the cost of:-
 - a. call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
 - b. All charges in excess of the Claims Limit.
 - c. any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
- **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**

Please note that if you should engage the services of a contractor prior to making contact with this Helpline any costs that you incur are not covered by this insurance.

For cover to apply under this policy, the situation that arises must fall within the definition of an Emergency.

For Your ease of reference, we repeat the definition of an Emergency below.

A sudden and unforeseen situation which if not dealt with quickly and without sensible intervention by You or the Tenant would:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause excessive discomfort, risk or difficulties for or to You.

Notification of Your claim

In the event of an Emergency occurring at Your Property, Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.

Where an Emergency arises under this policy, cover is conditional upon the grant of access to the Property by the Contractor within 24 hours of the notification of Your claim.

Thereafter, Your claim will not be considered to be an Emergency under this policy.

Validating Your Policy

Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

POLICY DEFINITIONS

Administration Agent

Auto Legal Protection Services Limited (ALPS), registered in England No. 3676991.
Registered Office: Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ

ALPS is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services Register at www.fca.org.uk/register.

Claim Limit(s)

The Claim Limits for the policy shall be limited (inclusive of VAT) to the Contractor's call-out charge, the Contractor's labour up to a maximum of 1 hour, parts and materials up to £500.

Subject to maximum claim limit of £1,000.

Contractor

A qualified person approved and instructed by the Claims Helpline Service to undertake Emergency Work. (This may include a Local Authority in the case of Pest Infestation)

Coverholder

Legal Insurance Management Ltd, registered in England No. 307351. Registered Office: 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF

Legal Insurance Management Ltd is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services Register at www.fca.org.uk/register.

Emergency

A sudden and unforeseen situation which if not dealt with quickly and without sensible intervention by You or the Tenant would:-

- i) render the Home unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause excessive discomfort, risk or difficulties for or to You.

Emergency Work

Work undertaken made by the Contractor to resolve an Emergency by completing a Temporary Resolution or Repair (or a Permanent Repair where this can be done at a similar cost) in respect of the occurrences covered by this Insurance subject to the policy Claims Limit.

In relation to Pests, this shall mean the removal or control thereof.

Helpline

The Claims Helpline Service is operated by LIMemergency.

Insured Person, You, Your

The person or Company who has paid the premium and is named in the Schedule as the Insured Person.

Insurers

UK General Insurance Limited on behalf of the insurer described within the Schedule.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. The Insurer described within the Schedule is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0845 606 1234. UK General Insurance Limited registration number is 310101.

Period of Insurance

The period shown in the Schedule.

Permanent Repair

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

Primary Heating System

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

Property

The private residence, owned by You but let to tenants.

Sales Agent

The Agent appointed by ALPS to transact this Insurance with You.

Schedule

The document which shows details of You and this Insurance and is attached to and forms part of this policy.

Service

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

Temporary Resolution or Repair

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

Territorial Limits

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

INSURED EVENTS

Emergency Work where one or more of the following has occurred in the Property:-

(SECTION 1) PLUMBING AND DRAINAGE

What is Covered?	What is Excluded?
<ol style="list-style-type: none">1. Damage to or failure of the plumbing and drainage system damage where internal flooding or water damage is a likely consequence.2. Blocked toilet.3. Blocked external drains within the boundaries of the Property where this can be resolved by jetting.	<ol style="list-style-type: none">1. The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage.2. Blocked toilets where this has been caused as a consequence of wilful misuse.3. All public sewers, drains and pipe work which are maintained by local utilities or service undertakings.4. Descaling and any work arising from hard water scale deposits.5. Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.6. External overflows unless internal damage is a likely consequence or the leakage of water from swimming pools or hot tubs.7. The repair of domestic appliances that are leaking water, other than from external fixed pipe work.8. Saniflo systems or other macerator based systems.

(SECTION 2) INTERNAL ELECTRICITY, GAS, AND WATER SUPPLIES

What is Covered?	What is Excluded?
<ol style="list-style-type: none">1. Electricity failure of at least one complete circuit.2. Gas leak.3. Water supply system failure.	<ol style="list-style-type: none">1. Repair work to or the cost of replacing lead pipework.2. The interruption or disconnection of public services to the Property however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system.3. External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.4. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools and any leisure equipment.5. Descaling and any work arising from hard water scale deposits.6. Photovoltaic systems.

(SECTION 3) SECURITY

What is Covered?	What is Excluded?
<ol style="list-style-type: none">1. External lock failure or damage.2. External door failure or damage.3. External window failure or damage.	<ol style="list-style-type: none">1. Internal locks, doors, glass, external garages or outbuildings.2. Any damage caused by the Contractor in gaining access to the Property.3. Window locks.4. Doors subject to swelling.

(SECTION 4) LOST KEY

What is Covered?	What is Excluded?
Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.	<ol style="list-style-type: none">1. The loss of keys to internal doors, garages and outbuildings.2. Any damage caused by the Contractor in gaining access to the Property.

(SECTION 5) PRIMARY HEATING SYSTEM

What is Covered?	What is Excluded?
The Primary Heating System has failed or broken down completely.	<ol style="list-style-type: none">1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt)2. Lighting of boilers or the correct operation or routine adjustment of time or temperature controls.3. Any form of solar heating systems.4. Power flushing or descaling.5. The replacement of water tanks, cylinders, and central heating radiators.

(SECTION 6) PEST INFESTATION

What is Covered?	What is Excluded?
<ol style="list-style-type: none">1. Wasp nests.2. Hornet nests.3. House mice.4. Field mice.5. Rats.6. Cockroaches.	Where the infestation is not directly affecting the living areas of the Property.

EXCLUSIONS

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

1. circumstances known to You prior to the commencement date of this insurance.
2. any system, equipment including boilers or facility which has not been properly installed or maintained in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
3. replacement or adjustment to any decorative or cosmetic part of any equipment.
4. garages, out-buildings, cesspits, septic tanks or fuel tanks.
5. wilful act or omission or lack of maintenance or regular servicing or neglect by You.
6. claims in the 7 days immediately following Your first occupation of the Property, or claims in the 7 days immediately following Your reoccupation of the Property where there has been no authorised person residing for 30 consecutive days or more.
7. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
8. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy.
9. claims arising within the 14 days of commencement of this insurance unless You held equivalent insurance immediately prior to the commencement of this policy.
10. any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
11. (a) loss or damage to any property, or any resulting loss or expense
(b) any claims directly or indirectly caused by, or contributed to, by, or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
 - iii) pollution or contamination of any kind whatsoever.
12. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Resolution or Repair.
13. any claims which has not been accepted under this policy
14. any boiler where no annual boiler inspection and service has been carried out by an engineer on the Gas Safe Register, or where any recommended maintenance work has not been carried out following such an inspection of the boiler.
15. any letting room where the water supply to that room is not capable of being separately isolated from the remainder of the Property.

CONDITIONS

Due Care

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

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

Alteration of Risk

You must notify Your Agent as soon as possible if there are changes that may affect this insurance, for example:-

- The Property is no longer let to a Tenant for residential purposes only.
- You change the address of the Property.
- You sell a Property covered by this policy.
- You purchase an additional Property that You wish to be covered by this policy.

We will then reassess Your cover and premium. If You do not notify Us about any of these changes We may:-

1. have charged You the incorrect premium and or applied an incorrect cover;
2. decline Your claim; or
3. declare this policy void.

Claims

To ensure an accurate record Your telephone conversation may be tape recorded. All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise the Work will not be covered.

Provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond Our control. In the event of this occurring We will ensure that Your Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Fraudulent or Exaggerated Claims

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false, fraudulent or exaggerated.

Recovery of Costs

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

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884040.

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

Data Protection

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

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Sales Agent within 14 days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. In such circumstances We will return the unexpired portion of the premium for the period of cover. You may cancel the cover at any time but will not be entitled to the return of any of the premium other than within the first 14 days following issue of the policy. We reserve the right to cancel Your policy based on evidence of Service abuse.

GOVERNING LAW

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

COMPLAINTS PROCEDURE

ALPS are committed to providing you with the highest standard of service and customer care. We realise however, that there may be occasions when you feel you did not receive the standard of service you expect.

Should you have cause for complaint in relation to the sale of this insurance please write to:-

The Managing Director
Auto Legal Protection Services Ltd
PO Box 115
Congleton
Cheshire
CW12 3FL.

An acknowledgment that your complaint has been received will be sent to you within 5 working days following which your complaint will be investigated on behalf of the Managing Director. Please quote your policy reference in any communication. If you have received a final response to your complaint or it has been 4 weeks since your complaint was made to us, and you remain unhappy, please contact the Financial Ombudsman Service whose details are provide below.

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

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

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than EUR 2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

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

COMPENSATION SCHEME

The Insurer detailed within the Schedule is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

landlord home emergency policy summary

Some important facts about the ALPS Landlord Home Emergency policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the full insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

Name of Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0845 606 1234.

Coverholder and Claims Agent

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF and Auto Legal Protection Services Ltd, PO Box 115, Congleton, Cheshire, CW12 3FL.

Type of Insurance

The policy is designed to provide cover (up to the claim limits selected) for the cost of Contractors' emergency call-out and labour charges, parts and materials following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded.

Significant Features and Benefits

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The claim limit provided will be shown on the policy schedule issued.

PLEASE NOTE THAT NOTIFICATION OF A CLAIM MUST BE MADE BY THE LANDLORD AND NOT THE TENANT.

Claim Limit

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

- i) The contractor's call-out charge, the contractor's labour up to a maximum of 1 hour, parts and materials up to £500

Subject to a maximum claim limit per period of insurance of £1,000.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Plumbing and Drainage	<ol style="list-style-type: none"> 1. Damage to or failure of the plumbing and drainage system damage where the internal flooding or water damage is likely consequence. 2. Blocked toilet. 3. Blocked external drains within the boundaries of the property where this can be resolved by jetting. 	<p>Any replacement of water tanks, cylinders and central heating radiators; external WC's; external pipes, taps and overflows no causing internal water damage.</p> <p>Any claims for leaking waste pipes</p>
Internal Electricity, Gas, and Water Supplies	Electricity failure of at least one complete circuit, gas leak and water supply system failure	<p>Any repair work to or the cost of replacing lead pipework</p> <p>All external lighting.</p>
Security	Damage or failure of external lock, door or window.	Any claim for failure or damage to Internal locks, doors, glass, external garages or outbuildings.
Lost key	Loss of the only available key to the property which cannot be replaced and normal access cannot be obtained.	Loss of keys to internal doors, garages and outbuildings.
Primary Heating	Primary Heating system where the system has broken down completely.	<p>Any claim involving boilers over 15 years old or over 238,000 btu net input (70 Kilowatt).</p> <p>Excludes replacement of water tanks, cylinder and central heating radiators.</p>
Pest Infestation	Infestation of wasp nests, hornets nests, house mice, field mice, rats and cockroaches.	Excludes where the Infestation is not directly affecting the living areas of the property.

Significant and Unusual Exclusions or Limitations

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- The policy covers emergency situations only. It does not cover circumstances more properly handled by your Household Insurer.
- Please note if you engage the services of a contractor direct, cover will not apply. All claims must be reported to the Claims Helpline who will arrange to send a contractor.
- Where it is not possible to validate your claim at the time of initial notification, you will be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

Due Care

You must take due care and maintain the Home and its equipment in good order and take all necessary precautions to prevent loss or damage. Where a Temporary Resolution or Repair has been carried out, the onus will be upon you to carry out repairs or work to permanently resolve the reason for the Emergency occurring. Should you fail to carry out the Permanent Repair a Contractor will not be appointed to undertake any further Emergency Work.

Duration of the Contract

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

Cancellation

We wish you to be happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy documents without giving reason. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

landlord home emergency policy summary

Claims Address

The person insured by the policy should report immediately any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy wording.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the insured person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront,
Brierley Hill West Midlands
DY5 1XF

Complaints Procedure

In the event of a complaint arising under this Insurance, you should in the first instance write to the Managing director of Legal Insurance Management Ltd at the above address.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service. This applies if you are insured in a business capacity and have an annual turnover of less than EUR 2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

This procedure is in addition to your statutory rights as a consumer.

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk