

Bristol Water Boiler and System Breakdown Insurance Excluding Service Summary Of Cover

The text below is a summary of cover only. Details of the selling agent for this product can be found under the Status Disclosure section of your Schedule and can be checked at www.fsa.gov.uk/register/.

Eligibility

This insurance is available for properties located within the mainland United Kingdom, Isle of Man or Isle of Wight. The property must not be used for commercial purposes of any nature including the letting of the property. You must be the legal owner of the property.

The boiler must be

- (i) installed in accordance with the manufacturer's instructions
- (ii) under 15 years of age for conventional boilers at the start date
- (iii) under 10 years of age for combination boilers at the start date
- (iv) a domestic boiler with a heating capacity not exceeding 200,000 btu/hr 58.6KW
- (v) deemed accessible. If on the first visit the boiler is deemed, at the discretion of the authorised repairer, to be installed or located in such a way that it is not easily accessible for inspection or repair we reserve the right to decline coverage under the Policy. You may be liable for a call out charge in this instance.

Main Benefits

In the event of sudden or unforeseen breakdown of your boiler or system, which falls within the scope of this Policy, we will carry out repairs at no cost to you.

Limits of Cover

The limit of our liability during the term of the Policy is £1,500 including VAT. If your boiler is in our view considered to be non-repairable or uneconomic to repair and you are covered under your Policy, we will pay you a cash settlement based upon the age of your boiler as determined by us and subject to the maximum payments listed below:

Boiler

- 0 - 5 years of age £ 400.00
- 6 - 10 years of age £ 250.00
- 11- 15 years of age £ 200.00

In the event that a cash settlement is made in accordance with the above, your insurance will terminate and any further cover under this Policy will cease.

Main Exclusions

We shall not be liable for:-

1. (a) routine cleaning, servicing, inspection or maintenance of the product and replacement of consumables;
- (b) adjustment of time or temperature controls or bleeding radiators;
- (c) loss of use of the boiler or system or any consequential loss;
- (d) rectifying cosmetic damage not affecting the safe use of the boiler;
- (e) material or labour charges for which the manufacturer, supplier, installer or repairer of the boiler or system may be held responsible under any guarantee or warranty;
- (f) descaling or any work arising from hard water scale deposits, including desludging and effects of aggressive water and clearing of airlocks; energy management systems;
- (g) repairs to primary flueing; repair to any gas appliance other than the product detailed on your Schedule;
- (h) call-out charges where no fault was found;
- (i) repairs to dual purpose systems;
- (j) commercial boilers or boilers used for commercial purposes;
- (k) rusting or corrosion.
2. The cost of any work which is carried out without our approval, or the cost of repairing any fault on the boiler and/or system, or plumbing installation caused by someone who is not an authorised repairer.
A full list of exclusions of this Policy can be found in the terms and conditions under the heading Exclusions.

General

Law Applicable: Unless agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.

Compensation: You may be entitled to compensation under the Financial Services Compensation Scheme in the event that we are unable to meet our liabilities in full.

Claims: In order to make a claim ring the Emergency Helpline on 0870 060 1591.

Complaints: If you have any queries associated with this product you may write to London General Holdings Limited at Combined House, 15 Wheatfield Way, Kingston-Upon-Thames, Surrey, KT1 2PA. Complaints should be directed to the relevant party as explained in the section on Customer Care in the terms and conditions. None of the above affects any right of action you may have.

Cancellation: You may cancel this cover within 14 days of receiving your Policy confirmation with a full refund, although if a claim has been made during this period the Insurer may recover any costs incurred. If you cancel after such period no refund will be due, and you will remain liable for the balance of the payments due.

Language: This Policy is written in English and all correspondence entered into shall be in English.

Policy term: The start and end date are detailed on your Policy Schedule. A 14 day deferment period applies, meaning your insurance will not start until 14 days after your application has been received by us. The deferment period does not apply to renewals which have been accepted within the specified renewal offer period.

Insurer: The Insurer is London General Insurance Company Limited, registered number 1865673, whose head and registered offices are at Combined House, 15 Wheatfield Way, Kingston upon Thames, Surrey, KT1 2PQ, authorised and regulated by the Financial Services Authority.

Special needs: For large print, audio and Braille you can call us on 0870 849 9805 or text telephone 020 8869 1796/97.

Demands and Needs

The customer named on this Schedule is the owner of an eligible property and boiler and believes protection against a boiler or system breakdown would be beneficial to them. They have been advised of the details of cover on the summary of cover, including the main benefits and main exclusions and limitations of the cover, and are not aware of any other insurance policy they currently have that would make this cover unsuitable. The customer is aware of their obligation to provide all material information and have made a reasoned decision on the basis of the information provided in the summary of cover, and also has a period of 14 days after the receipt of their Policy confirmation to cancel the contract if they wish to reconsider their decision.

Bristol Water Boiler and System Breakdown Insurance Excluding Service Terms & Conditions

Definitions

"Administrator" means London General Holdings Limited, Combined House, 15 Wheatfield Way, Kingston-Upon-Thames, Surrey, KT1 2PA, registered number 1883565. London General Holdings Limited is authorised and regulated by the Financial Services Authority, FRN 312440.

"Application" means the application for any Boiler and System Breakdown Policy completed by You by means of written Application Form or telephone application.

"Authorised Repairer" means a person, company or organisation appointed by Us or Our Administrator to repair the Product.

"Boiler" means an eligible boiler up to 200,000 btu/ hr 58.6KW input (how much energy the boiler will use per hour), and includes all internal components of the boiler including back boiler and co-ordinated gas fires if applicable.

"Breakdown" means electrical or mechanical failure occurring in normal domestic use as recommended by the manufacturer and arising before the termination date.

"Emergency" means the result of a Breakdown which immediately:

1. Exposes You to a risk to Your health or;
2. Creates a risk of loss of or damage to Your Property or the contents contained therein or;
3. Renders the Property uninhabitable.

"Policy" means these terms and conditions in conjunction with Your Schedule.

"Premium" means the sum payable for this Policy by You as notified by Us.

"Product" means the protected items detailed on the Schedule.

"Property" means the property address detailed on the Schedule.

"Schedule" means the schedule issued by Us to You confirming Your cover under this Policy.

"Start Date" means the start date of the Term which is set out in the Schedule.

"System" means all the radiators in the Property including the hot water supply and connecting pipe work (above ground), the feed expansion tank, the time controls, temperature controls and pressure control units, all internal parts of the central heating pump, the hot water cylinder and the cylinder thermostat, all thermostatic radiator valves, motorised valves and radiator valves.

"Term" means the period of cover which is set out in the Schedule.

"We/Us/Our" means London General Insurance Company Limited, Registered No. 1865673, Registered Address of Combined House, 15 Wheatfield Way, Kingston Upon Thames, Surrey, KT1 2PQ. London General Insurance Company Limited is authorised and regulated by the Financial Services Authority, FRN 202689.

"You/Your/Yours" means the policyholder named on the Schedule.

Eligibility

This insurance is available for properties located within the mainland United Kingdom, Isle of Man or Isle of Wight. The property must not be used for commercial purposes of any nature including the letting of the property. You must be the legal owner of the property.

The Boiler must be:

- (i) installed in accordance with the manufacturer's instructions
- (ii) under 15 years of age for conventional Boilers at the Start Date
- (iii) under 10 years of age for combination Boilers at the Start Date
- (iv) a domestic Boiler with a heating capacity not exceeding 200,000 btu/hr 58.6KW

- (v) deemed accessible. If on the first visit the Boiler is deemed, at the discretion of the Authorised Repairer, to be installed or located in such a way that it is not easily accessible for inspection or repair We reserve the right to decline coverage under the Policy. You may be liable for a call out charge in this instance.

Coverage

In the event of a sudden or unforeseen Breakdown of Your Boiler or System, which falls within the scope of this Policy, We will carry out repairs at no cost to You.

Limits of Cover

The limit of Our liability during the Term of the Policy is £1,500 including VAT.

If Your Boiler is in Our view considered to be non-repairable or uneconomic to repair and You are covered under Your Policy, We will pay You a cash settlement based upon the age of Your Boiler as determined by Us and subject to the maximum payments listed below:

Boiler
0 - 5 years of age £ 400.00

6 - 10 years of age £ 250.00

11- 15 years of age £ 200.00

In the event that a cash settlement is made in accordance with the above, Your insurance will terminate and any further cover under this Policy will cease.

Exclusions

We shall not be liable for:-

Loss, destruction or damage due to:-

1. (a) fire, lightning, explosion, earthquake, subsidence, frost, storm, settlement or flood;
(b) theft or any attempted theft;
(c) any variation and/or failure of electrical, gas or water supplies;
(d) wilful act or vandalism or neglect or disregard of the instructions of the manufacturer of the Boiler/gas fire(s);
(e) rusting, corrosion, denting or scratching;
The cost of:-
 2. (a) routine cleaning, servicing, inspection or maintenance of the Product and replacement of consumables, other than as provided in accordance with the benefits of this Policy;
(b) adjustment of time or temperature controls or bleeding radiators;
(c) rectifying cosmetic damage not affecting the safe use of the Boiler;
(d) material or labour charges for which the manufacturer, supplier, installer or repairer of the Boiler or System may be held responsible under any guarantee or warranty;
(e) repairs to the cold water supply tank, its feed and outlets, shower pumps, towel rails, pressurised hot water cylinder, hot water cylinder with a capacity exceeding 40 gallons, or to the domestic water supply from the hot water cylinder/combination Boiler;
(f) descaling or any work arising from hard water scale deposits, including desludging and effects of aggressive water and clearing of airlocks; energy management systems; repairs to primary flueing; repair to any gas appliance other than the Product detailed on Your Schedule;
(g) call-out charges where no fault was found;
(h) pumps having pipework connections greater than 1 inch;
(i) pumps installed in direct or secondary hot water systems;
3. Any defect in the fabric of the building, pipework and flue pipework buried in it, or flue liners;

4. Loss of use of the Boiler or System or any consequential loss;
5. Loss or damage to the Property, or any resulting loss or expense or any consequential loss excluding that caused by Our negligence;
6. (a) Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military usurped power;
(b) any loss, damage, claims costs, proceedings or liabilities whatsoever arising from; ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(c) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
7. Any unvented hot water cylinder or their controls;
8. Dual purpose systems;
9. Any Boiler which has been dismantled or otherwise visibly interfered with unless by Our Authorised Repairer;
10. Any work needed as a result of the original design of Your central heating system or the way it was installed, clearing blockages or repairing damage caused by foreign objects;
11. Commercial boilers or any Boiler (domestic or commercial) which is used for commercial purposes;
12. Any cost or expense (unless caused by Our negligence) caused by gaining necessary access and/or associated with reinstating the fabric of the home;
13. The cost of any work, which is carried out without Our approval, or the cost of repairing any fault on the Boiler and/or System, or plumbing installation caused by someone who is not an Authorised Repairer;
14. Faults occurring outside the boundary of the Property;
15. Faults due to the capacity, adequacy or efficiency of covered systems or components; alterations or modifications (other than those made by Us);
16. Faults or defects existing before the Start Date;
17. The cold water supply to the hot water cylinder or gas appliances, and the hot water supply from the cylinder up to and including any taps;
18. Any costs above or outside the limit of cover. You are responsible for agreeing and settling these costs directly with Us or the Authorised Repairer;
19. We will not be responsible for servicing, repairing or replacing any Boiler or System or gas fire that contains asbestos;
20. Any additional costs incurred arising as a result of the Boiler or System or gas fire containing asbestos is specifically excluded from this Policy.

Renewal

Before the end of Your Policy, We may send You a renewal notice detailing the cost of the next policy term. This will include any changes We may have made to the terms and conditions. If You paid for Your existing Policy by Direct Debit, We may use these payment details to take payment for the renewal Policy. We will let You know at least 30 days prior to the expiry of Your existing Policy in order that You will have time to provide Us with alternative payment details if necessary, or to decline the renewal.

Selling the Property and Assignment

This Policy cannot be transferred to a new address. Should You sell the Property, this Policy may be transferred to the new owner of the Property upon notification and acceptance by Us. If You are paying for this Policy by Direct Debit, You remain liable for the full Premium due if the Policy has not been transferred to a new owner. We may assign any of Our rights and obligations and subcontract any of Our obligations.

Payment Methods

Payment can be made in full by cheque, credit/debit card or Direct Debit. Payment can also be made in installments by Direct Debit in which instance the installment is a part payment only. You remain responsible for ensuring that the full Premium is paid under the Policy. If payment is not made on the required date We can cancel Your Policy or suspend Your benefits under this Policy until Your payment is brought up to date by giving 30 days notice in writing to You at the Property. Any Breakdowns that occur while Your Policy is suspended will not be covered.

Cancellations

You have a right to cancel this Policy with a full refund of any Premiums paid at any time within 14 days from the date You received these Policy terms and conditions although if a claim has been made during this period the Insurer may recover any costs incurred. No refund of any payment(s) will be made following this 14 day period. Notice of cancellation must be given in writing to Our Administrator at the address listed above and received no later than two working days after the end of such 14 day period. Should You request to cancel this Policy and/or cancel Your Direct Debit instruction after such 14 day period before the full Premium has been paid, You will remain liable for the balance of payment(s) due.

How to Arrange Assistance and Make a Claim

1. Before requesting assistance and making a claim check that the circumstances are covered by this insurance.
2. Telephone the Emergency Helpline on 0870 060 1591 quoting the Property address and provide details of the problem.
3. 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 TRANSCO ON 0800 111 999.
4. In the event of an Emergency as defined, We will aim to send an Authorised Repairer within 4 hours of Your call if required. In the event of a Breakdown involving total loss of heating We will aim to make an appointment within 24 hours between 9.00am and 5.00pm. For all other Breakdowns We will endeavour to make an appointment within 48 hours between 9.00am and 5.00pm Monday to Friday. The Authorised Repairer will undertake repairs covered by this Policy charging the costs of such repairs to Us. If You require the Authorised Repairer to carry out any repairs that fall outside the scope of this Policy You must settle such costs directly with the Authorised Repairer.

Conditions

1. When inviting renewal of Your cover under the Policy, We may vary the amount of the Premium or any other terms of this Policy by giving 30 days written notice to You at the address detailed in the Schedule.
2. All repairs must be undertaken by an Authorised Repairer.

3. Acceptance of the Boiler does not imply that it is installed satisfactorily or to the current standard of the Authorised Repairer who will not accept responsibility for any inadequacy attributable to the original design and makes no warranty as to fitness for purpose or condition.
4. We reserve the right to cancel the Policy and refund the Premium if the Authorised Repairer finds the Boiler to be ineligible for cover at the first visit.
5. We may cancel this Policy at any time giving 30 day's notice in writing to You at the address on the Schedule if You fail to pay the Premium when it is due.
6. Both You and We are free to choose the law applicable to this Policy. Unless agreed to the contrary prior to the Start Date this Policy shall be governed by English Law. The EEASTate for the purpose of this Policy is the United Kingdom.
7. We will only provide coverage within the mainland United Kingdom, Isle of Man and Isle of Wight.
8. Replacement parts may not be from the original Boiler or System manufacturer.
9. Our liability in any Term is limited to £1,500. You will have to pay Us or the Authorised Repairer any additional costs We or they incur (on whatever basis).
10. In the event that Your Boiler is considered uneconomical to repair and You are entitled to a cash settlement under this Policy We will deduct any outstanding Premium from the amount payable to You. In this event Your insurance will terminate and all further cover under this Policy will cease.
11. We cannot be held responsible for delay in supplying spare parts or replacement parts where such delay is not Our fault.
12. You must co-operate with Us in obtaining reimbursement of any costs We incur under the terms of this Policy, which may have been caused by the action of a third party, against whom You have a right of action.
13. In the event of an insurance claim, any information that You provide to Us may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from Us.
14. If any information provided to Us by You or anyone acting on Your behalf is inaccurate or if You fail to disclose any information which might reasonably affect Our decision to provide insurance to You or Our assessment of Your claim, Your cover under this Policy shall end and no refund of Premium shall be due. In the event of any benefit being made as a result of such actions or Your or Your representative's recklessness or negligence, all payments in respect of the Product(s) covered hereunder shall be forfeit and We reserve the right to demand that any such payments are repaid by You and/or take legal action against You.
15. A 14 day deferment period applies, meaning Your insurance will not start until 14 days after Your application has been received by Us. Your Start Date is shown on Your Schedule overleaf. The deferment period does not apply to renewals which have been accepted within the specified renewal offer period.
16. The companies which provide the products and services related to this Policy are regulated by the Financial Services Authority and are a member of the Financial Services Compensation Scheme (FSCS). It is the duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the FSCS General Insurance is

covered for 100% of the first £2000 and 90% of the remainder of the claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request.

Customer Care

Any enquiries or complaints You may have regarding the selling of this insurance should be addressed to the selling agent from which the insurance was purchased and whose details appear on the Status Disclosure section on the front of this Schedule. Any enquiries or complaints You may have regarding the administration of this insurance should in the first instance be addressed to Correspondence Department, London General Holdings Limited, Combined House, 15 Wheatfield Way, Kingston Upon Thames, Surrey, KT1 2PA. If the matter remains unresolved You may write to the Administration Director at the same address. Any enquiries or complaints You may have regarding the terms of this insurance should in the first instance be addressed to the Insurer, London General Insurance Company Limited, Combined House, 15 Wheatfield Way, Kingston Upon Thames, Surrey, KT1 2PQ. If the matter remains unresolved You may write to the Managing Director at the same address. If Your complaint addressed to any of the above parties is not resolved to Your satisfaction You may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR (Telephone 0845 080 1800) clearly stating the nature of the complaint and the party to which that complaint was originally addressed. None of the above affects any right of action You may have.

Customers with special needs:

If You have hearing or speech difficulties You may text telephone Us on 020 8869 1796/97. This document and all Our literature is available in large print, audio and Braille - We will be happy to supply You with a copy or You can call Us on 0870 849 9805.

Declaration

Failure to disclose all material information or any change in the information (i.e. information likely to influence the assessment of the risk) could invalidate this Policy. If You are in doubt whether information is material, it should be disclosed. Your Schedule has been issued on the information disclosed by You and set out in the Schedule. If any of the information is incorrect, You have a duty to inform Us immediately. Failure to do so could invalidate this Policy. You must take all reasonable action to avoid or minimise the cost of a Breakdown.