

TRAFALGAR

INSURANCE COMPANY LIMITED



SECOND FLOOR
BLOCK A
LEFEBVRE COURT
LEFEBVRE ST
ST PETER PORT
GUERNSEY
GY1 2JP

Emergency Repair Service Policy

1. Introduction

Various words and phrases have meanings that are specific to this policy. To make this clear, certain words are shown in **bold** and their meaning is explained in the Definitions section. If **you** read a word or a phrase in bold, and are unsure of its exact meaning, please refer to the Definitions section.

The policy terms, conditions, limitations and exclusions, **insurance schedule**, **statement of insurance** and any application used to apply for insurance make up **your** insurance policy and should all be read together. The documents are important so please check them and keep them in a safe place.

If any details are incorrect, please contact **your** insurance intermediary, Bode Insurance Solutions Limited, immediately, as it may mean that this policy will not provide the cover **you** need.

This policy is a contract between **you** and **us**, Trafalgar Insurance Company Limited, and is based on the information **you** provided when **you** applied for this insurance.

We agree to provide the insurance cover described in this policy to insured persons provided that the **premium** is paid when it is due, and **we** agree to accept it. **You** must keep to the terms and conditions of this policy.

We recommend you review your cover at least on an annual basis to ensure this policy continues to meet your needs.

2. Who can take out this policy

Your property must be located in the **local territory**.

3. What is covered

This section explains the benefits available under **your** policy. Further details for claiming under the policy can be found in Section 11 How to make a claim.

3.1 Contents – what you are covered for

This section explains the benefits available under **your** policy. Further details for claiming under the policy can be found in Section 12 How to make a claim. There is no excess to pay on any claim.

This policy can only be taken out where a **property** is fully managed by Leaders or Romans.

Your policy provides cover for the following events:

See Section 4 General exclusions for exclusions which apply to policy cover.

Covered events

What is covered

a) Plumbing problems related to leaking pipes, blocked drains or leaking radiators

b) Blockages in toilet and waste pipes

c) Electricity complete failure within property. Electrical emergency within the property

What is not covered

1. Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
3. Burst or leaking flexible hoses which can be isolated or leaking washing appliances
4. External water supply pipes after internal stop tap
5. Septic tanks, swimming pool installations
11. Shared water/drainage facilities

2. External overflows, external guttering
18. Any breakdown to the flushing mechanism of toilets

13. Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the property
21. Electricity supply to, or failure of burglar/fire alarms systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems

Covered events

What is covered

d) Gas, central heating or boiler failure

e) Damage caused by animals or insects that are destructive in their natural behaviour or considered pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasps' nests and hornets' nests only

f) Broken or damaged windows, doors and locks presenting a security risk to the property

g) Damage to roof tiles

h) Fire or burglary where immediate repairs are required to make the property safe, secure or habitable

i) Any gas or electrical emergency within the property where there is a risk to the tenants' health

What is not covered

6. Failure of boilers and/or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to **your** claim. **You** will be asked to produce the evidence at the time of the claim
 7. Boilers over 10 years old
 8. Boilers that are **beyond economical repair**
 9. LPG fuelled, oil fired, solid fuel, warm air, solar and un-vented hot water systems or boilers with an output over 60kw/hr
 16. Descaling and any work arising from hard water scale deposits including power flushing or from damage caused by aggressive water or sludge resulting from corrosion. Sign that work is needed may include a noisy boiler, sludge up pipes or poor circulation

20. Pests outside the main dwelling e.g. in garages and other outbuildings

14. Loss or damage to windows, doors or locks for outbuildings, garages and sheds

15. Damage to roofs, other than tiled roofs

19. Damage to boundary walls, hedges, fences or gates

10. Breakdown of any storage heater except where this represents the only source of heating within the property
 23. Any circumstances in which making emergency repairs would contravene health and safety regulations and legislation or where a specialist contractor is required

4. General Exclusions

We will not be liable for any of the following:

1. Loss or damage arising from circumstances known to **you** prior to the start of this policy
2. The cost of replacement parts due to natural wear and tear
3. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
4. Any loss or damage to **your property** as a result of the **emergency**
5. Any loss due to faulty installation of **your** plumbing, heating, electrical system within the **property**
6. 22. Any system, equipment or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design defect including any faulty installation of a kitchen appliance
7. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company
8. Any costs relating to the attempted repair by **you** or **your** own contractor
9. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards
10. Any **emergency** in a **property** that has been unoccupied for more than 30 days in a row
11. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion
12. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosion or other hazardous explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
13. Consequential losses of any kind or any alternative accommodation
14. 12. Material/labour charges covered by the manufacturer/suppliers/installers
15. 17. Breakdown, loss of or damage to domestic appliances (including showers), Sani flow toilets and other mechanical equipment

5. General Conditions

The following conditions apply to the whole policy:

- **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this policy up to the cover limit shown in the **insurance schedule**
- No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24-hour claims service telephone number provided and have authorised the contractor in advance to make a temporary or **permanent repair**
- Claims may not be made under this policy for the first 14 days from the policy start date unless **you** are renewing an existing policy
- **You** must produce the relevant identification including boiler service receipts on the demand of the **authorised contractor** or **our** other nominated agent
- This insurance does not cover normal day to day maintenance at **your property** that **you** should carry out. It does not pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**
- **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 legal right of action
- **We** will not be responsible for more than two claims in the **period of insurance**.

Parts availability

There may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases, **we** will not be able to avoid delays in repair. However, **we** will keep **you** informed throughout **your** claim.

There may also be occasions where parts are no longer available. In these situations, **we** will ensure **your property** is safe and if required, **we** will arrange for a manufacturer to provide **you** with a quotation for a suitable replacement item at **your** cost.

6. When your cover starts

Cover starts from the date shown on **your insurance schedule**.

7. When your cover ends

All cover under this policy automatically ends under the following circumstances, whichever occurs first:

- If the **premium** is not paid when due;
- If the policy is cancelled by **you**;
- If the policy is cancelled by **us**;
- If the property is unoccupied for more than 30 days in a row; or

- The **property** ceases to be managed by Leaders or Romans.

8. Period of Insurance and Renewal

This is an annually renewable policy for insurance. Each year **we** will write to **you** at least 14 days before the anniversary of the start date of **your** insurance and before taking any payments to tell **you** about any changes to the premium or policy terms. If **we** do not hear from **you**, **your** policy will be automatically renewed on the anniversary of the start date the insurance cover. The premium set out in the **insurance schedule** must be paid within 30 days of the start date. **You** will be covered during this period as long as **you** continue to meet the policy conditions. If the premium is not paid during this period, **your** policy will not be renewed. If the premium is paid in the 30-day period, then cover will operate as if it had been paid on the start date.

9. Paying your premium

The premium for **your** cover is shown on **your insurance schedule**. The premium is paid by **your** agent out of rent received. If **your** agent is unable to pay the premium within 30 days from the date the premium is due, they should let **you** know, and if **you** still require the insurance, please contact **your** intermediary Bode Insurance Solutions Limited to pay the premium. If no premium is received, **your** policy will automatically be cancelled. If **you** pay within the 30-day period, cover will continue.

10. When you can cancel

You can cancel the policy at any time by contacting in the first instance **your** insurance intermediary:

Bode insurance Solutions Limited
Becket House
6 Littlehampton Road
Worthing BN13 1QE

Email: info@bodeinsurancesolutions.co.uk
Telephone no: 01903 890044

Bode Insurance Solutions Limited will pass **your** instructions to **us**.

You have the right to cancel **your** policy during a period of 14 days after the policy start date or the date **you** receive **your** policy documentation, whichever is the later. If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. If **you** cancel **your** policy within the first 14 days, **we** will refund

your premium provided **you** have not made a claim. If **you** have made a claim, no refund will be made.

If **you** cancel the policy outside the 14-day period, **you** will not be entitled to a refund of the premium paid.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy and **you** will be required to pay the **premium** as stated.

11. When we can cancel

We may cancel the policy at any time by giving **you** at least 14 days written notice to **your** last known address in order to give **you** the time or opportunity to arrange replacement cover should **you** so wish.

We will set out the reason for cancellation in **our** letter. Valid reasons include but are not limited to:

- Non-payment of premium;
- Where **you** are required, in accordance with the terms of the policy to co-operate with **us** or send **us** information or documentation or **you** refuse access to **your property** in order to provide the services covered by this policy, and **you** fail to do so in a way which materially affects **our** ability to process an alteration or defend **our** interests. In this case **we** may issue a cancellation letter and **we** will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the 14-day cancellation period; or
- Where **we** reasonably suspect fraud.

On cancellation, **you** will not be entitled to any refund for any remaining period of cover.

12. How to make a claim

To obtain emergency assistance contact **your** local Leaders or Romans branch (call costs may vary depending on **your** service provider). If out of normal business hours, call the emergency telephone number.

You should have the following information available upon request:

- **Your** name and property postcode
- an indication as to the nature of the problem

The Leaders or Romans branch will advise **you** how to protect **yourself** and the **property** immediately.

When the repairs have been completed, the Leaders or Romans branch will contact the insurance intermediary on **your** behalf:

Bode Insurance Solutions Limited
Becket House
6 Littlehampton Road
Worthing BN13 1QE

Email: info@bodeinsurancesolutions.co.uk
Telephone no: 01903 890044

Bode Insurance Solutions Limited will pass on all the relevant information **we** need in order for **us** to consider the claim. **We** will only pay the claim if any invoices and other evidence which **we** require are provided on request.

Once **we** agree to pay the claim **we** will pay any monies due promptly and **our** liability in respect of that insured claim will cease. No interest is payable by **us** on claim settlements. Payment includes VAT, call out, labour, parts and materials to carry out an **emergency temporary** repair, or if at similar expense, an **emergency permanent repair**.

If **we** have accepted **your** claim but disagree with the amount **we** should pay, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **you** can take any legal action against **us**.

13. Making changes

Please tell **your** insurance intermediary, Bode Insurance Solutions Limited, immediately if there are any changes which may affect this insurance. For example:

- The **property** or people to be insured;
- **Your property** is to be left unoccupied for more than 30 days in a row;
- Other changes such as **your** address.

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If **you** do not tell **us** about any change, it may affect any claim **you** make.

14. Incorrect information and financial crime

You have a duty to make a "fair presentation of the risk". This means that **you** must:

- Disclose to **us** every material circumstance to **you** know or ought to have known;

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- Provide **us** with sufficient information so **we** can make further enquiries into those material circumstances.

A material circumstance is an event or incident which may influence **our** decision to cover a risk and/or the terms that are applied.

This requirement not only applies at commencement and renewal of the policy but also at any time during the **period of insurance**.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claims;
- **We** may not pay the claim in full; or
- The extent of the cover may be affected.

In addition, if **you** or anyone insured under this policy commits or attempts to commit any fraud in relation to this policy or a claim, this policy will become invalid. In this case **you** or anyone insured under this policy will lose all rights to any benefits and to any return of premiums **you** have paid.

You agree to comply with all applicable UK legislation relating to the detection and prevention of financial crime, including without limitation the Bribery Act 2010 and the Proceeds of Crime Act 2002.

15. Applicable law, language and jurisdiction

This policy will be governed by English law, and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** are resident in Scotland, Northern Ireland, the Isle of Man or the Channel Islands, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **you** and **us**.

Unless otherwise agreed, the terms and conditions and other information relating to this policy will be in English.

16. Financial Services Compensation Scheme

It should be noted that Trafalgar Insurance Company Limited is regulated in Guernsey and is therefore not covered by the Financial Services Compensation Scheme.

17. Complaints

If **you** are unhappy with any issue that **we** have not dealt with to **your** complete satisfaction, or **your** complaint involves settlement of a claim or a policy wording dispute, **you** should then direct **your** complaint to the Compliance Officer of:

Trafalgar Insurance Company Limited

Second Floor
Block A
Lefebvre Court
Lefebvre Street
St Peter Port
Guernsey
GY1 2JP

Please ensure that **you** quote **your** policy number (which can be found on **your insurance schedule**) in all correspondence, so that **your** complaint can be dealt with speedily.

A senior Director in Guernsey is responsible for monitoring the quality of **our** services and compliance with the laws and regulatory practice codes applying to **us**.

They will acknowledge receipt of **your** complaint within five business days, detailing who is dealing with **your** complaint and, if possible, give **you our** response at that time. If investigations take longer **you** will be provided with a full written response within four weeks, or the current position of **your** complaint will be explained and **you** will be provided with an indication as to when **we** expect to provide **our** final response which will, at the latest, be within eight weeks of receipt of **your** complaint.

Trafalgar Insurance Company Limited is not covered by the Financial Ombudsman Service (FOS). However if **you** are not satisfied with **our** final response **you** may be entitled to register **your** complaint with the Channel Islands Financial Ombudsman (CIFO). **You** can contact CIFO at:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

Email: enquiries@ci-fo.org
Website: www.ci-fo.org

18. Other insurance cover

You can only make a claim for a **covered event** under any one policy at any one time. This means that if **you** have two policies which provide cover for the **covered event**, **you** can only claim under one policy, or the claim amount can be split between the two policies. In these circumstances, **you** will be asked to provide **us** with full details of any other relevant insurance policy at the time of the claim. We will only pay **our** share of the claim, even if the other insurer refuses the claim.

19. Who regulates us

Trafalgar Insurance Company Limited is licensed by the Guernsey Financial Services Commission.

Trafalgar Insurance Company Limited is an insurance company providing **emergency repairs** insurance. **Our** registered office is: Second Floor, Block A, Lefebvre Court, Lefebvre Street, St Peter Port, Guernsey, GY1 2JP

20. Data Protection and use of personal information

Guernsey is not within the European Economic Area (EEA), but has a robust and effective regulatory framework. Trafalgar Insurance Company Limited is required to comply with the EU General Data Protection Regulation (GDPR) when handling the personal data of European Citizens and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017 which provides an equivalent framework for handling the personal data of non-EU citizen.

More information about **our** use of personal data is set out in the Trafalgar Insurance Privacy Notice (Privacy & **your** Personal Information) which can be found on **our** website trafalgarinsurance.gg/ alternatively **you** may also request a copy of the Privacy Notice by contacting the Data Protection Officer at:

Trafalgar Insurance Company Limited:

Second Floor
Block A
Lefebvre Court
Lefebvre Street
St Peter Port
Guernsey
GY1 2JP

Definitions

Wherever the following words appear in **your** policy, they have the meaning given here:

authorised contractor means a tradesperson authorised by the letting agent in advance to carry out repairs under this policy

beyond economical repair means the point at which **we** deem the cost to repair **your** boiler exceeds its value

covered event means an **emergency** occasioned to the essential services within the **property** that are listed in Section 4 “Covered Events – What is Covered”

emergency means the result of a sudden and unforeseen incident at the property which immediately:

- Exposes the insured, **tenant** or a third party to a risk to their health or;
- Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or;
- Renders the **property** uninhabitable

emergency repair means work undertaken by **authorised contractors** to resolve the **emergency** by completing a **temporary repair**.

insurance schedule means the document which explains what cover **you** have requested, the **period of insurance** and details of **your** annual insurance premium and is part of **your** insurance policy

insured/you/your means the landlord of the property, recorded as the insured person on the insurance schedule

local territory means the United Kingdom i.e. Great Britain, Northern Ireland, Isle of Man and the Channel Islands

period of insurance means one year from the start or renewal date shown on **your insurance schedule** and for which the premium has been paid by **you**

permanent repair means repairs and or work required to put right the damage caused to the **property** by the **emergency** on a permanent basis

property means the **property** occupied by **your tenant** in the **local territory**, comprising private dwelling used for domestic purposes, excluding garage, garden and outbuildings

temporary repair means a repair undertaken by an **authorised contractor** which resolves an **emergency** but will need to be replaced by a **permanent repair**

tenant means the occupier of **your property** under a rental agreement excluding unlawful or unofficial occupiers of the **property**. The tenant may occupy the **property** as private residence with no business use

we/us/our means Trafalgar Insurance Company Limited