



Boiler Breakdown Insurance

Terms and Conditions



Contact

If you have any questions regarding the terms and conditions, please contact us using the details below:



Claims
03333 449 247



Phone
03333 449 669



Email
enquiries@smart-sure.com



Post
Smart Sure Limited
First Floor, Building 2, Croxley Park,
Watford, WD18 8YA

INTRODUCTION

This insurance is arranged by Smart Sure Ltd and is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell. Smart Sure Ltd is an appointed representative of City and Commercial Limited who is authorized and regulated by the Financial Conduct Authority (FCA).

DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

Administrator:

Smart Sure Ltd, First Floor, Building 2, Croxley Park, Watford, WD18 8YA, Tel. 03333 449 669

Claims Manager:

means Smart Sure, First Floor, Building 2, Croxley Park, Watford, WD18 8YA.

Approved Engineer/Engineer:

A qualified person approved and instructed by the helpline to undertake work.

Assistance:

The reasonable efforts made by the approved engineer during a visit to the home to complete a repair to limit or prevent damage or if at similar expense, the cost of completing a permanent repair in respect of the cover provided.

Call Out:

A request for assistance from you.

Claim Limit:

The maximum amount payable by us as stated under each section of cover including call out charges, labor, parts, materials and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from us.

Annual Claim Limit:

The maximum aggregate amount payable in one policy period.

Commencement Date:

The start of the policy as shown in the schedule.

Deferment Period:

The first 14 days from the commencement date of Your policy.

Helpline:

The telephone number for you to report a breakdown of your boiler under this policy.

The number is 03333 449 669

Home:

Your main permanent place of residence, (including any covered garage and permanent outbuilding), as shown on the schedule. It must be owned and occupied by you and your family as a private residence with no business use. Rented and let properties, commercial & business premises, mobile homes and bed-sits are not eligible.

Period of Cover:

A period of 12 months from the commencement date, or where you have chosen to pay monthly, a period of one month from the commencement date upon receipt of your monthly premium.

Schedule:

The document sent to you confirming the commencement date, your details and the home which is the subject of cover.

Unoccupied:

Where no one has resided in the home for a period exceeding 30 consecutive days.

Waiting Period:

In respect of all sections of the policy, no claim can be made for any incident that occurs within 14 days of the commencement date of this policy as shown in the schedule.

We, Us, Our:

means City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

Period of Cover means the period during which this policy is in force as shown on your certificate of insurance.

You, Your, Insured:

The person who applied for this insurance and is named on the schedule as the policyholder.

COVER

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

DEMANDS AND NEEDS

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to ensure that they are covered for the costs of repairs or replacements in the event of claim.

The claim limits, per claim, are as follows:

- Boiler Breakdown Cover Basic and Boiler Breakdown Cover 250 policies, the claim limit is £250 per claim.
- Boiler Breakdown Cover Essential and Boiler Breakdown Cover 500 policies, the claim limit is £500 per claim.
- Boiler Breakdown Cover Premium and Boiler Breakdown Cover 1000 policies, the claim limit is £1000 per claim.

WHAT IS COVERED

In the event of a claim occurring in your home, we will:

- Advise you on what action to take to protect yourself and your home;
- Send one of our approved engineers or arrange an appointment for an approved engineer to visit your home;
- Organize and pay the cost of providing assistance excluding any excess up to the claim limit per call out including VAT subject to the terms and conditions of your policy;
- Where a permanent repair is completed under your policy by an approved engineer, we will guarantee the work completed for 12 months from the date of claim.

WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit your cover, please read them carefully to ensure this policy meets your requirements. We do not wish you to discover after an incident has occurred that it is not insured. To assist you in understanding the main limitations of the cover provided, we have detailed these under the “Cover provided” section of your policy.

The waiting period – please also note that any incident which occurs in the first 14 days after the policy commencement date is not covered. However, should you require emergency assistance during this period please contact the Helpline who will be able to provide cover on a pay on use basis.

COVER PROVIDED

This policy provides the protection described in the cover sections below. The benefit under your policy is limited to the claim limit stated in each section of cover.

When you applied for this policy, you chose which sections of cover below you required cover for. Cover is provided only if you selected the cover section and paid the required premium. The sections of cover that apply to your policy are confirmed in your schedule.

The amount we will pay in respect of any one claim shall not exceed the claim limit including call out

charges, labor and materials. You are responsible for paying any excess under the policy or where the cost of repair exceeds the benefit provided under the policy.

Boiler Breakdown Cover

We will assist you and pay for the call out, labor and parts and materials involved in repairing or rectifying the breakdown of your domestic boiler at your home.

In the event of a breakdown, we will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 60 hours to achieve this from the first point at which our approved engineer visits you and diagnoses the requirement, we will pay a fixed benefit of £40 toward providing alternative heating.

In the event your domestic boiler is declared beyond economic repair and is under seven years old, we will make a maximum contribution of up to 100% of the claim limit towards replacing it. If the boiler is under ten years old but more than seven years old, we will make a maximum contribution of up to 60% of the claim limit towards replacing it. If the boiler is more than ten years old, we will make a contribution of up to 20% of the claim limit towards replacing it.

We do not cover repairs or replacing as follows:

- a) The cold water system including its feed and outlet;
- b) Your water supply from the hot cylinder to your taps;
- c) Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual purpose boilers such as AGA's and Rayburns;
- d) Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating;
- e) Corrosion or any work arising from hard water scale deposits;
- f) Removal of sludge or hard water scale from the insured system;
- g) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system;
- h) Solar powered panels or ground, air or water source heat pumps;
- i) Repairs when our engineer deems the boiler to be beyond economic repair.
- j) Any boilers aged 15 years or more.

HOW TO MAKE A CLAIM

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the home.
2. Before requesting assistance, you should check that the circumstances are covered by your policy. Remember this is not a maintenance policy and does not cover routine maintenance in your Boiler.
3. Where you have chosen to pay monthly, call outs will only be considered if your monthly premium has been paid from the commencement date of this policy, up to and including the month in which the claim occurred and there are no outstanding payment defaults. **At the point of making a claim, the remaining Premium balance, for the year, becomes due.**
4. Telephone the helpline as soon as you notice the breakdown related to boiler provide details of the assistance required. All requests for assistance must be made through the helpline. Do not make any

arrangements yourself without prior authorization from the helpline. If you do, we will not reimburse any costs you may incur. Calls may be recorded.

5. The helpline will appoint an approved engineer to attend your home, provided that this is not precluded by adverse weather conditions, health and safety, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the home or otherwise making the provision of assistance impossible.

6. The helpline and the approved engineer will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by you and any risk to the approved engineer, we may reserve the right to delay when work will be undertaken due to health and safety.

7. The approved engineer will charge all costs covered by the insurance directly to us. You will be asked to pay the cost of:

- a) Any excess applicable to the policy;
- b) Call out costs if there is no one at the home when the approved engineer arrives or the engineer is denied reasonable and safe access;
- c) Work in excess of the claim limit;
- d) Fitting replacement parts or components of a superior specification to the original at your request.

Helpline: 03333 449 669

PAY ON USE

Should an emergency or a breakdown arise that is not included under your policy, Insurers can arrange for an approved engineer to attend your home but you will be responsible for all costs involved. The use of this service does not constitute a claim under your policy.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non-genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, we will contact you to arrange a suitable time slot for the engineer to attend. You should make sure that the engineer can get reasonable access to carry out the repair.

GENERAL EXCLUSIONS

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

1. Any incident within the deferment period after the commencement date of your policy
2. Circumstances known to you prior to the commencement date of your policy or incidents which occur within the waiting period;
3. Claims arising after the home has been left unoccupied;
4. Any willful or negligent act or omission by you or any third party;

5. General maintenance work or any system that has not been regularly maintained;
6. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to your home;
7. We will not cover any boiler that has an output more than 60kW/hr;
8. Any parts or item that may need to be replaced because of natural wear and tear;
9. Any design defect or any repair that is rendered, in our opinion, either difficult or impossible due to problems with the access needed to facilitate the repair;
10. Any loss howsoever arising unless it is specifically stated as being covered by the policy, including but not limited to, delays in sourcing spare parts by us;
11. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
12. Replacement of bespoke or designer radiators or towel rails;
13. Any boiler or system that has not been serviced in line with manufacturer's recommendations;
14. Improvements including work that is needed to bring the insured system up to current standards;
15. Homes situated outside the United Kingdom and the Isle of Man;
16. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
17. Any damage caused by the approved engineer in gaining access to:
 - a) The home due to the failure of the locks;
 - b) An appliance or any equipment from its operational position in order to affect a repair;
 - c) Drains or supply pipes laid under pathways, drives, patios or decked areas.
18. Any system(s) not installed properly or in line with manufacturers guidelines.
19. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government, local or public authority, industrial dispute, natural disaster, fire, flood, drought, major adverse weather conditions, levels of water in rivers and Acts of God.
20. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
21. Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
22. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorized instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

We will not provide services under this Policy if We are prevented from doing so as a result of an unusual or unforeseeable event or circumstance beyond Our reasonable control ('Force Majeure'). This would include, but is not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, fire, flood, drought, major adverse weather conditions, levels of water in rivers and Acts of God.

We will not provide services under this Policy where Your claim arises from or is related to or is associated with; an actual or likely epidemic or pandemic; or the threat of an epidemic or pandemic.

PREMIUM

Premium becomes due to be paid by **You** in full prior to policy inception in order for the Policy to commence.

Subject to and upon payment of the Premium, this Policy shall commence. Immediately upon commencement of this Policy, the right to receive premium is assigned by **Us** to [Broker], in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of premium by you is a condition precedent to **our** liability under the policy. If premium is not paid to [broker] when due, **We** shall have no liability under the Policy so shall not have to pay any claims.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

CONDITIONS

1. The rights given under this policy cannot be transferred to anyone else.
2. You must give reasonable access to enable appropriate treatments to be carried out and follow advice from the approved engineer and / or the helpline in removing furniture if this is deemed necessary.
3. To improve the quality of the service provided, all calls to the helpline may be recorded.
4. You must take reasonable care and maintain the home and its equipment in good order and take all reasonable precautions to prevent loss or damage.
5. We may take proceedings in your name at our expense to recover any sums paid under this insurance from a third party should the claim be as a result of an incorrect or failed previous repair.
6. We may advise you of remedial work that you need to carry out in order to bring your system up to a suitable standard or to prevent further incidents. This work will be your own cost but we may be able to arrange through our network.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the Administrator may ask as part of your application for cover under the policy.
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

APPLICABLE LAWS

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

HOW TO CANCEL YOUR POLICY

We hope you are happy with the cover this policy provides. However, if you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your Administrator within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your Administrator however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behavior.
- d) Non-compliance with policy terms and conditions.
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.
- f) You do not or are not willing to co-operate in the event of a claim.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud, failure to co-operate and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

OUR RIGHT TO CHANGE THE COVER OR PRICE

You will receive at least 28 days written notice if we decide or need to change your policy cover or the price of your insurance for any of the following reasons:

1. To make minor changes to your policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
2. To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the insurer or your policy;
3. To reflect changes to taxation applicable to your policy (including but not limited to insurance premium tax);
4. To reflect increases or reductions in the cost (or projected cost) of providing your cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which we, as part of our pricing policy, have assumed or projected will be made under this insurance product;
5. To cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
6. To cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise you within 28 days of the change having been made if the change is favorable to you.

COMPLAINTS

If you are dissatisfied with the service, you have received in relation to the administration or sale of your policy please contact Smart Sure Insurance using the contact details below quoting your policy number.

Post: Smart Sure Ltd,
First Floor, Building 2, Croxley Park,
Watford, WD18 8YA

Telephone: 03333 449 669

Email: enquiries@smart-sure.com

If you are dissatisfied with the response you receive in relation to your complaint or your complaint is not resolved within 8 weeks, you have the right to refer your complaint to the Financial Ombudsman Service.

You may contact the Financial Ombudsman at:

The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

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

If your complaint relates to the policy coverage or how a claim has been handled you should refer your complaint to City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell using the contact details below, quoting your policy number.

The Compliance Director, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

If you are dissatisfied with the response you receive in relation to your complaint or your complaint is not resolved within 8 weeks, you have the right to refer your complaint to the

Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.

Telephone: 01534748610

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

CLAIMS

Please contact:

Post: Smart Sure Ltd
First Floor, Building 2, Croxley Park,
Watford, WD18 8YA

Phone: 03333 449 669

Claims: 03333 449 669

Email: enquiries@smart-sure.com

Opening

Times: Monday to Friday 10 am to 7pm
Saturday 10 am to 4pm
Closed on Sundays and Major public holidays

GENERAL INFORMATION

Insurer Information

This policy is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692 City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell was established in 1993 and is authorized to carry out general insurance business. City & Commercial Insurance Company (PCC) limited re Smart Cover Insurance Cell is based at 3rd floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

Policy Administrator

This policy is administered by Smart Sure Ltd– Company number 07761666, an appointed representative of City and Commercial Limited, Financial Conduct Authority (FCA) Number: 314346. This information can be checked by visiting the FCA’s Website. City and Commercial Limited is registered in England: Company number: 2814889. City and Commercial Limited, Ashley Court, 32 Main Street, Ashley, Market Harborough, LE16 8HF. Tel: 03333 449 119.

The Financial Services Compensation Scheme (FSCS)

City and Commercial Limited is covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at www.fscs.org.uk. It should be noted that City & Commercial Insurance Company (PCC) Limited is not a member of and therefore is not covered by the FSCS.

Please note: It should be noted that the Policy Administrator and the Insurer share a common beneficial ownership.

DATA PROTECTION ACT 2018

Please note that any information provided to Smart Sure Ltd will be processed in compliance with the provisions of the Data Protection Act 2018, for the purposes of providing insurance services and managing claims, if any, which may necessitate providing such information to third parties. You can review our Privacy

Policy on our website: <https://smart-sure.com/>

FAIR PROCESSING NOTICE (FPN)

Use of personal information

To provide our services as an insurer, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell will collect and use information about you or a beneficiary under the policy (e.g. other identified individuals), such as name, address and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which we use personal data may include: evaluating your insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and debt recovery.

More information about our use of personal data is set out in the City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell Privacy Notice which can be found on our website <https://cityandcommercialinsurance.com/> alternatively you may also request a copy of the Privacy Notice by contacting the Data Protection officer at, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ. We recommend that you review this notice.

We may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If you require details of the third parties your data has been passed to and how this information is used please contact the Data Protection Officer at the address above.

Guernsey is not within the European Economic Area (EEA), but has a robust and effective regulatory framework. City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell 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.

Use of personal data for which consent is required

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data for example information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for us to provide relevant services. Although consent may be withdrawn at any time, this may mean we are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where you are providing us with personal data about a person other than yourself, you agree to provide this notice to them and confirm that you have obtained their consent as outlined here.

Privacy

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information we collect. All information you provide to us is stored on our secure servers. We restrict access to your information as appropriate within City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell and other third parties to those who need to know that information for the purposes set out above.



Contact

If you have any questions regarding the terms and conditions, Please contact us

Post

Smart Sure Limited,
First Floor, Building 2,
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WD18 8YA

Phone

03333 449 669

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enquiries@smart-sure.com