



Boiler Breakdown Cover

Policy Terms & Conditions

Introduction

The Insurer

Your Policy is arranged by Kaput Limited with PEX Insure (Financial Services Register No. 776575), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your certificate of insurance. These two documents make up Your insurance contract between You and the Insurer. Please keep these documents in a safe place. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

Policy Excess Insure Ltd trading as PEX Insure are authorised by Bastion Insurance Company Limited to handle all Claims under this insurance Policy.

Cancellation

In line with Our statutory obligations You may cancel this insurance Policy within 14 days of receiving it. Should You choose to cancel Your Policy within this period, You may be entitled to a full refund of Your Policy premium so long as You have not yet made a Claim. Should You choose to cancel Your Policy after the 14-day cooling off period then no refund of premium will be payable. . To cancel Your insurance Policy please notify the administrator at customerservices@kaput.co.uk.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to Your last known address. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Policy premium,
- Threatening and abusive behaviour,
- Non-compliance with Policy terms and conditions.

What is Covered

This policy provides cover for emergency events occurring at the home. This policy provides You with access to Our nationwide skilled contractor network and a UK based emergency helpline. Valid claims cover callout, labour and parts (subject to claim limit) to alleviate the immediate emergency.

In the event of an emergency occurring in Your home, We will:

- a. Advise you on what action to take to protect yourself and your home;
- b. Send one of our approved engineers, or arrange an appointment for an approved engineer, to visit your home;
- c. Organise and pay the cost of providing assistance, up to the claim limit, including VAT.

In the event your domestic boiler is declared beyond economic repair and the boiler is under seven years old, we will make a contribution up to the value of £300 towards a replacement boiler and if the boiler is over 7 years old we will make a contribution of £150 towards a replacement boiler if it is sourced by us and provided the fault is covered under this policy. Should we be unable to source a replacement boiler, one can be sourced from an alternative supplier. This can be claimed by providing a copy of your receipt for your replacement boiler and must be claimed within 60 days of the incident. Where the age of the domestic boiler cannot be demonstrated by an original purchase invoice, the age of the boiler will be determined by the engineer.

Indemnity Limit

Our liability per claim, under this section, will be limited to £1000 after the deduction of any Excess, if applicable.

Definitions

Any word defined below will have the same meaning wherever it appears in this Policy.

Administrator – The administrator of Your policy is Kaput Limited (FRN 700071) who is an appointed representative of Commercial and General Limited (FRN 300001).

Approved engineer / engineer means a qualified person approved and instructed by the helpline to undertake emergency work.

Assistance means the work undertaken by the engineer during a call out to the Home to complete a temporary repair to limit or prevent damage or, if at similar expense, the cost of completing a permanent repair, in respect of the cover provided.

Beyond Economic Repair: means in the opinion of our approved engineer and with the agreement of the insurer the cost of repair is more than the cost of replacement.

Broker means the insurance intermediary who sold You this Policy and who is named in Your insurance schedule.

Call Out: means a request for emergency assistance from you/your tenant or your managing agent.

Claims Administrator means Policy Excess Insure Ltd trading as PEX Insure who are an Appointed Representative of Premier Insurance Consultants Ltd (FCA 307128).

Claim(s) means a request for assistance from you, following an emergency, even if the request is then cancelled by You. Where the engineer needs to re attend with regards to the reported emergency, this will be treated as a single claim under this policy.

Claim Limit means the limit per claim including call out charges, labour, parts, materials and where applicable, the cost of alternative accommodation. Please see your schedule for confirmation.

Commencement Date means the start of the period of cover as shown in the schedule.

Emergency means a sudden and unexpected event which, if not dealt with, would, in the reasonable opinion of the helpline:

- render the home unsafe or insecure; or
- damage or cause further damage to the home; or
- cause personal risk to You or your tenant.

Excess means the first part You paid under Your Primary Insurance Policy under the terms of that Policy.

Helpline means the claims number specified on Your policy schedule.

Home means a property which is owned by you and your family that has a tenant using the property as a main place of residence, (including any covered garage and permanent outbuilding), as shown on the schedule.

Monthly Premium: means where you have chosen to pay monthly the agreed premium payable under the premium finance agreement offered by Prem Fina, by you due each full calendar month from the commencement date in order that cover remains in force under the terms and conditions of this policy wording.

Period of Cover means the period shown in the policy schedule between the start date and end date.

Primary Heating System means the principal domestic central heating and hot water systems including but not limited to boiler, programmer, room thermostat, economy 7 storage heaters, underfloor heating, pumps, hot water cylinder and radiators, but excluding any form of solar heating system and non-domestic central boiler or source.

Reinstatement: means we will fill in any excavation and leave the surface level where we have made access to an external drain or external water supply pipe.

Remedial work means corrective work(s)/additional work(s) required to bring the system to the required standards for the Insurance cover.

Schedule means the document sent to You confirming the commencement date, Your details and details of the Home insured.

Tenant: means the person or persons named on the tenancy agreement along with other permanent members of the household.

Unoccupied means where no one has resided in the home for a period exceeding 60 consecutive days. "Unoccupied" is deemed to start from the date that You last vacated the Home which may pre-date the inception of the insurance granted by this policy.

Waiting Period: In respect of all sections of the policy, no claim can be made for any incident that occurs within 30 days of the commencement date of this policy as shown in the schedule.

We, Us, Our, Insurer means Policy Excess Insure Ltd trading as PEX Insure on behalf of Bastion Insurance Company Limited.

United Kingdom means England, Scotland, Wales, Northern Ireland and the Channel Islands.

You, Your means the policy holder who bought the policy and who is named on the schedule as the insured.

Cover

This policy provides covers for the following Emergencies, which occur at the Home. The amount We will pay in respect of any one claim shall not exceed the claim limit.

Primary Heating System

We will assist You to restore heating and/or hot water to Your Home following an Emergency arising from the sudden and unexpected complete failure of the primary heating system. We will only attend to one primary heating system failure during the period of cover in Your schedule. Before assistance can be provided, You must provide Us with proof of servicing. Failure to service Your primary heating system will result in Your claim being denied.

We do not cover:

- a) Gas leaks;
- b) Oil contamination resulting from a leak from an oil powered boiler;
- c) A boiler which is more than 15 years old;
- d) A boiler fitted within a home with more than 10 rooms serviced by the boiler;
- e) Faults on boilers not serviced within the last 12 months;
- f) Lighting of boilers or re-setting of boiler, time or temperature controls or the correct operation or routine adjustment of time or temperature;
- g) Clearing airlocks or bleeding radiators;
- h) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- i) An Emergency where your Home has been left unoccupied;
- j) Fuel tanks and associated pipe work;
- k) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks; and replacement of water tanks or hot water cylinders;
- l) Replacement of radiators;
- m) Replacement or repairing any loss or damage if the boiler is, in the opinion of the engineer, beyond economical repair;
- n) Loss of hot water where there is an alternative means of heating water i.e. immersion heater;
- o) Any repair to domestic appliances that are leaking water other than from external fixed pipe work;
- p) Reoccurring or intermittent faults, nor boiler/ system noise where the boiler is still functioning;
- q) The freezing of a condensate pipe.

Exclusions

We shall not be liable for:

1. Events where there is an inherent defect causing the Emergency;
2. Repairs and servicing (where applicable) on systems where spare parts are no longer available;
3. Claims for assistance caused by Your failure to carry out any remedial work or recommendations made by the approved engineer;
4. Any system, equipment or facility which has not been properly installed;
5. Materials or labour charges covered by manufacturers, suppliers or installer's guarantee or warranty;
6. Replacement of or adjustment to any decorative or cosmetic part of any equipment;
7. The interruption or disconnection of utility services to the Home however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks.

General Exclusions

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

1. Any claims within the first 30 days of cover, from inception date in the first year of cover;
2. Any claims which exceed the claims limit;
3. General maintenance and wear or tear;
4. Circumstances known to you prior to the commencement date of your policy;

5. Claims arising after the Home has been left unoccupied;
6. Material loss of any kind and any wilful or negligent act or omission by You or any third party;
7. Events where on attendance it becomes clear that the call out is not an Emergency;
8. More than one claim arising from the same cause;
9. Homes with more than 10 rooms;
10. Homes situated outside the United Kingdom and the Isle of Man;
11. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
12. Any damage caused by the approved engineer in gaining access to the Home due to the failure of the locks or removing an appliance or any equipment from its operation position in order to affect an Emergency repair;
13. 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, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
14. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
15. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
16. 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 unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
17. Electricity supply to security systems or CCTV surveillance;
18. Pests kept as domestic pets or for commercial purposes;
19. Boring insects and woodworm.

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 engineer and or helpline in removing furniture if this is deemed necessary.
3. We may cancel this insurance cover immediately if You or anyone acting on Your behalf have acted in a false or fraudulent manner in order to gain cover under this policy.
4. To improve the quality of Our service, all calls are recorded.
5. 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.
6. We may take proceedings in Your name at our expense to recover any sums paid under this insurance from a third party should the Emergency be as a result of an incorrect or failed previous repair.
7. You must maintain a buildings and content cover in force during the period of cover.

Replacement of Parts

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. If We cannot get a replacement part needed to carry out a repair Our liability will be limited to a temporary repair to make the Emergency safe.

Claims Process

Review Your cover

Read Your Policy documents to ensure that You are covered for the Claim You wish to make. Read any exclusions that may apply and make sure You understand them.

Contact Claims

Follow the claims process outlined below:

- i. 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.
- ii. Before requesting assistance, check that the circumstances are covered by Your policy. Remember this is not a maintenance policy and does not cover routine maintenance in Your Home. Normal day-to-day maintenance or any claim not deemed an emergency will not be covered under this policy.
- iii. If Your emergency is boiler related, You should have Your boiler make and model and service details ready when You contact the helpline. You must produce evidence at the time of the claim before We deploy Our approved engineer that the boiler has been serviced to the manufacturer's specification within the last 12 months in order for primary heating system cover to apply.
- iv. Telephone the helpline within 12 hours of the emergency occurring and provide details of the assistance required. All requests for emergency assistance must be made through the helpline. Failure to notify Us within 12 hours will result in Your claim being denied. Do not make any arrangements Yourself without prior authorisation from the helpline; if You do, We will not reimburse any costs you may incur. All calls are recorded.
- v. The helpline will appoint an approved engineer to attend Your Home, provided that this is not precluded by adverse weather conditions, 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 Emergency assistance impossible. 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.
- vi. The approved engineer will charge all costs covered by the insurance directly to Us within the policy limits. You will be asked to pay the following costs:
 - o Call out charges if there is no-one at the Home when the engineer arrives;
 - o Work in excess of the claims limit;
 - o Fitting replacement parts or components of a superior specification to the original at Your request;
 - o Call out charges where You have arranged for an engineer to carry out a service, inspection or a landlord's gas safety certificate but the boiler is not functioning.

Notify the Claims administrator at:

Claims Department
Policy Excess Insure Ltd
71-75 Shelton Street
Covent Garden
London
WC2H 9JQ
Email: Claims@pexinsure.com
Tel: 0203 745 2812

Quote Your Policy reference number, as shown on Your Certificate of Insurance.

Pay On Use

Should an emergency arise that is not included under your policy, Policy Excess Insure Ltd trading as PEX Insure 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.

Conditions

Other Insurance

If You were covered by any other insurance Policy, known as dual insurance, for the same level of protection We will split and share the cost of Your Claim with that Insurer. Where You are covered by another form of insurance You are obligated to inform Us.

Renewals

You agree to automatically renew Your Policy with us unless You specifically notify us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- when making changes to Your Policy during the period of insurance,
- when making a Claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of premium. If You make a Claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your Claim.

Right of Recovery

We can take proceedings in Your name, but at our expense, to recover the amount of any payment made under this Policy.

Complaints

General complaints

If You wish to make a complaint about any of the following:

- sale of this insurance Policy,
- information or advice provided during the sales process,
- terms and conditions of the Policy,
- general administration of Your Policy including Claims,

Please email Policy Excess Insure Ltd T/A PEX Insure on complaints@pexinsure.com and We will address Your complaint within 14 days.

Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 0800 0234567 or 0300 1239123
Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services
1st Floor, St. Calcedonius Square
Floriana
Malta
FRN 1530
Email: complaint.info@financialarbiter.org.mt
Telephone: +356 2124 2945 (overseas call charges apply)
Web: www.financialarbiter.org.mt

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

Legal and Regulatory Information

Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. You can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at info@pexinsure.com.

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at info@pexinsure.com,
- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area We will ensure that they apply the same levels of protection as We are required to apply to information held in the UK and to use Your information only for the purposes that We are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to

restrict its processing to these reasons alone.

- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: info@pexinsure.com.

If You have any questions or concerns about how We handle Your personal data You should contact: info@pexinsure.com. Please note that We record telephone calls for training and evidentiary purposes.