



Appliance Insurance

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. This is an annual policy, therefore **Your** premium can be paid as a single one off annual premium or in monthly instalments by Direct Debit under a premium finance agreement.

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 We will not make a proportionate refund. 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.

Eligibility for cover

We will adjust, replace or repair the Equipment during this period in case Your Equipment suffers any Accidental damage or Breakdown, during the period of cover. You are able to make a claim under this Policy for losses up to the policy limit (including call out fees, repairs, replacements and VAT), subject to the exclusions and limitations.

Claims Limit

You may make unlimited claims up to the value of Your Indemnity Limit, per policy period. You may only make one claim per item of Equipment, per policy period, up to a maximum of £750 per claim or the value of your appliance whichever the lesser.

Indemnity Limit

Our liability in any one policy period, under this section, will be limited £3,000 after the deduction of any Excess, if applicable.

Definitions

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

Accidental Damage – means physical damage as a result of a sudden and unforeseen cause which stops the Equipment working, as per manufacturer’s specification.

Authorised Engineer – means an industry expert who is qualified to repair faults with the Equipment and is authorised by us prior attending the fault after which capable of providing VAT invoices.

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

Breakdown – means mechanical or electrical fault which stops the Equipment from working properly, as per manufacturer’s specification.

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

Certificate of Insurance – means the document which is issued by us as evidence of cover and forms part of this policy.

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

Equipment – means Your Equipment as shown on Your certificate of insurance and/or is accepted by Us.

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

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

Premium – means the monies you have agreed to pay for this policy as shown on Your certificate of insurance.

Start Date – means the date this policy commences as shown on Your certificate of insurance.

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

We/us/our – means Policy Excess Insure Ltd trading as PEX Insure, on behalf of Bastion Insurance Company Limited.

You/Your – means the person who took out this Policy and is named as the Policyholder, and who is named as the Policyholder within the Primary Insurance Policy.

Cover

Included

You are covered for the following risks:

- a) **Accidental Damage:** the costs of repairing Your Equipment for Accidental Damage. If Your Equipment cannot be repaired, a monetary value will be agreed and paid to you.
- b) **Breakdown:** the repair costs of Your Equipment if it is damaged as a direct result of electrical or mechanical breakdown occurring outside of the manufacturer's guarantee period. If Your Equipment cannot be repaired a monetary value will be agreed and paid to you.

Not included

This Policy will not apply to the following:

- a) Repairs or replacements where such faults are covered under any other scheme or insurance policy;
- b) Where the Equipment has been recalled by the manufacturer;
- c) Faults which are due to a generic manufacturing defect;
- d) Faults which arise from Your Equipment being modified in a manner which is not authorised by the manufacturer including but not limited to any upgrade or the addition of non-approved accessories;
- e) Faults resulting from Your failure to follow the operating instructions of Your Equipment;
- f) Any claim where You use the Equipment for a non-domestic purpose or in a commercial environment;
- g) Any fault or damage which has been caused, directly or indirectly, from a domestic supply of electricity and/or gas and/or water;
- h) Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion;
- i) Repairs for faults relating to a reduction in image retention on LCD, LED, plasma or projection TV screens; pixilation, gas discharge, re-gassing or image burn on any surface or screen. Pixilation means the failure of a Liquid Crystal Screen (LCD), Light-Emitting Diode screen (LED) or Plasma screen pixel to react to the signal applied to it;
- j) Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of/to data or the operating system of the Equipment;
- k) Faults, damages or accidents caused by any unauthorised third party or Engineer;
- l) Relocation or upgrade of any Equipment and damages arising thereof (unless approved and authorised by us or/and is done in line with the manufacturer's specification). Relocation includes movements within or outside of Your registered property. Prior to moving Your insured Equipment You must ensure that you receive written confirmation from Us confirming coverage for the relocation;
- m) Equipment over the age of 10 years old;
- n) Where an Engineer is sent to repair Your Equipment, You will be liable to pay for the reasonable call out costs where no fault is found with Your Equipment. If the Engineer is denied reasonable and safe access to Your property and/or the Equipment concerned, You will be liable for all the call out costs.

Conditions

Within 7 days of cover starting You, must provide us with:

- a) Photographic evidence that Your Equipment is in a good and operational state; and
- b) A description of the Equipment You wish to cover; and
- c) Proof that You own the Equipment, including dates of purchase.

During the first 45 days of Your policy, the first claim reported will be subject to £250 Excess fee. After the first 45 days, but less than the first 100 days, of Your Policy Start Date You will be able to make a claim for losses up to the Indemnity Limit and your Excess level will reduce to £100 per claim made. After the first 100 days of Your Policy Start Date, there will be no excess applicable, however equipment over the age of 6 years, but under the age of 10 years, will be subject to an additional £25 excess fee for each claim made.

The policy does not cover the following:

- a) Routine maintenance, cleaning and servicing;
- b) Rust/corrosion or wear and tear and faults or damage resulting therefrom;
- c) Work which You require to take place outside of our Engineer's normal working hours;
- d) Equipment which has to be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;
- e) Any costs which are incurred as a result of not being able to use Your Equipment;
- f) Any damage to property or personal injury;
- g) The replacement of any Equipment which is intended to be replaceable such as fuses and batteries;
- h) Cosmetic damage which does not affect the use of Your Equipment;

- i) Equipment and/or connected cables which have not been installed properly or is not a standard installation;
- j) Equipment which was not working in accordance with the manufacturer's specification before the policy was taken out, including pre-existing fault;
- k) Costs of rearranging missed appointments with couriers/Engineers;
- l) Any repairs not carried out by one of our Approved Engineers and repairs/attempted repairs which we have not authorised;
- m) Any upgrade work or upgrades/modification to Your Equipment;
- n) Relocation of Equipment or faults arising thereof;
- o) Delivery and/or installation of replacement Equipment or removal of the Equipment(s) to be replaced;
- p) Any faults or damage which occurred prior to the inception of this policy;
- q) 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 could 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.

Substitution

This insurance only covers Equipment accepted by Us. You must tell Us as soon as possible (in writing, by phone or by email) about any changes You wish to make. The substitution or addition of additional items of Equipment may be permitted, subject to the payment of any additional premium. We may require an inspection of the Equipment prior to approval being granted. If We deem that an inspection is necessary, cover will not operate on the Equipment until it is inspected, and cover is agreed in writing. If a substitution is not accepted by Us, or if cover is cancelled by the insured after a Policy has been issued, no refund of premium will be allowed other than during the 'Cooling Off' period.

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.

Technical Support

If You experience any issues with Your Equipment during the period of cover, You should initially call our helpline on 0203 745 2812. You may also contact Us via e-mail on claims@pexinsure.com. Our helpline is open 24 hours a day, 7 days a week (excluding Christmas Day).

In the first instance, We will try to resolve the issues You are having with Your Equipment through our helpline. Our trained technical support team will be able to run basic diagnostics in order to try to have Your system up and running straight away.

If We are unable to resolve the matter over the phone, We will send an Engineer to You to repair Your Equipment. You must always use Our Approved Engineer. When We are unable to provide an Engineer, We may agree for You to arrange an Engineer to repair the fault. In such cases, You will need to pay for the repair which We will reimburse You for once We receive the invoice from You along with proof of payment. Prior to any work being undertaken by Your Engineer they must contact Our technical helpline for authorisation. Without Our prior written approval, Your invoice will not be accepted. The choice of Approved Engineer is at Our sole discretion.

In the event that Your Equipment cannot be repaired, We will provide You with the current economic value of the Equipment, taking into account wear and tear, and depreciation. The disposal of the old Equipment will remain Your responsibility.

Contact Claims

Notify the Claims administrator at:

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

This should be done as soon as practicable. Quote Your Policy reference number, as shown on Your Certificate of Insurance.

Evidencing the Claim

The claim administrator will send you a claim form, which You must fill in and send back with all accompanying documentation requested. This will include:

- a) Evidence of ownership and proof of purchase;
- b) Details of the claim;
- c) Details of any other contract, guarantee, warranty or insurance policy which may apply to your Equipment, including but not limited to household insurance. Where dual insurance applies, We may apply for a proportionate recovery direct from these Insurers;
- d) If your Equipment has been damaged, You must provide us with photographic evidence of the damage.

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.