

Cover Plan Terms and Conditions

(with effect from 16/05/2018)



This policy forms a contract between you and Property Guard Ltd. Please read the contents carefully so you are fully aware what cover is included and the exclusion and limitations of this policy. You must be the owner of the property. If the property is rented you must opt for the "Landlord Cover"

In the event of a claim please call 0800 1389105.

Contents

	Page
How to make a claim	1
How long is my policy for?	1
How can my policy be cancelled?	2
What if I miss a payment?	2
What if I change address?	2
How do I renew?	2
How can I complain?	2
Cover definitions	3
Cover plan options	4
What is covered?	5
What is NOT covered?	6
General conditions	7

How to make a claim

If you think you have a gas leak (i.e. it is an emergency), you **MUST** immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak. If you have a water leak that is causing damage you must turn your stop tap off.

1. If an incident occurs at your property, which is covered by your policy, please call the claims number on 0800 1389105. If an engineer attends your property for a fault that is not covered under your policy you will be charged for that visit.
2. Claims must be made by you or a person calling on your behalf. If you select the Landlord Cover it can be your tenant that calls. Please call us as soon as you are aware of the incident. We will not be able to cover the costs of any work carried out by persons not authorised by us in advance.
3. If an operator is available they will be able to arrange an engineer's visit with you at that time. If no one is available please leave a message stating your address and contact number, one of the team will ring you back. You can also email us on PropertyGuard@mail.com
4. We can offer three time slots. Between **1: 8:30-9:00am, 2: 9:00-12:00am, 3:12:00-18:00pm**. These times are offered Monday-Saturday excluding bank holidays. You or someone over the age of 16 must be home to allow our engineer access to your property. If we arrive between the hours stated in the option you select and we can't gain access you may be charged £60 for our return visit.
5. Once you have contacted us to report a fault, we will make every effort to attend your property that day or the day preceding that. In some circumstances where this isn't possible we will make every effort to fix your problem over the phone and schedule the engineer's visit for the next available day. We guarantee an engineer's visit within 3 working days of you contacting us unless extreme events out of our control occur. Some examples of these events that may prevent our engineers getting to you include but not limited to: Extreme weather, road closures, multiple illness or accidents to staff and terrorist incidences.

How long is my policy for?

Your policy has a minimum term of 12 months, unless cancelled by you or us it will continue as long as the monthly payments are made. You have certain rights to cancel your policy, and these are set out below under the heading 'How can my policy be cancelled?'. Our cancellation rights are also set out under the headings 'How can my policy be cancelled?' and 'What if I miss a payment?'.



How can my policy be cancelled?

Only the named policyholder(s) or an authorised representative of the named policyholder(s) should write to cancel. Please make sure you contact us to cancel your policy so that we do not attempt to collect any future payments. Your policy may be cancelled in the following circumstances:

1. You may cancel this policy for any reason after 12 months by writing to us at the of Property Guard Ltd, 7 Soundwell Road, Staple Hill, Bristol BS16 4QG. 30 days notice is required.
2. You may cancel this policy within the first 14 days of starting the cover.
3. If cancellation is made after 12 months and we have already carried out your annual boiler service for that year a cancellation charge of £99 will be charged to cover the cost of that service. You will be covered for the next 30 days and be charged accordingly until that time period ends.
4. Property Guard may cancel this policy by giving you at least 7 days' notice in writing to the last address provided to us if you are seriously in breach of the terms of your policy. Examples of a serious breach include: Failure to make a payment despite contact from us; failure to provide complete and accurate answers to the questions we ask (see the Consumer Insurance (Disclosure and Representations) Act 2012 section in Important Information), submitting a fraudulent claim or if you use threatening or abusive behaviour towards our engineers or staff.
5. Property Guard may also cancel this policy if recommended work is not carried out. This work will relate to any pre-existing faults or faults caused as a consequence of the heating system, controls or boiler being installed not to manufacturer's instructions or current regulations. This recommended work can also involve the removal of sludge and debris in the heating/hot-water system. This work can be recommended when carrying out your boiler service or when attending your property for a fault.

You may have several different policies with Property Guard at different addresses. In the future we may wish to consolidate these separate policies into one agreement and payment. This will not affect your cover or your premiums. In such circumstances we reserve the right to cancel one or more of your existing policies and to transfer you to the new agreement.

What if I miss a payment?

If you fail to make a payment of premium on the due date, your policy will be suspended and you will not be able to make a claim. Property Guard will notify you in writing if you fail to make a payment. If you do not pay the requested amount within 30 days of the original due date, your policy will be cancelled. You will remain liable for any due and outstanding premium for the period up to the date of cancellation. If you want to make a claim under your policy whilst your policy coverage is suspended, you will be required to pay any outstanding premiums before an engineer will be despatched to your property. When your policy is cancelled, you will need to pay any outstanding premium to us and are not covered under this policy.

What if I change address?

You are responsible for informing Property Guard of a change of your address so that cover can be transferred to your new property. If you are a landlord you must inform us if your invoicing address changes. Please call Property Guard or write to them with your new address. We will check with you whether your cover is appropriate for your new property before it is transferred.

How do I renew?

Your contract is for 12 months. After this it is a rolling contract with a 30 day cancellation period. Property Guard reserves the right to increase the cost of your policy after the first 12 months. Your claims history can affect the cost of your policy. Property Guard will contact you in writing before any price increase.

How can I complain?

Only the named policy holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing to Property Guard Ltd, 7 Soundwell Road, Staple Hill, Bristol BS16 4QG. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event within 8 weeks at the latest. If we cannot resolve your complaint within this time, we will contact you to explain why. If you cannot settle your complaint with us you may be entitled to refer it to the Trading Standards.



Cover definitions

If your property is a flat, any issues relating to any elements you do not have responsibility for; such as communal areas are not covered.

Boiler and central heating system

The boiler includes the isolation valve, all manufacturer's fitted components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls and expansion vessel. The central heating system includes radiators, radiator valves, interconnecting pipework, feed and expansion cistern and if applicable, associated pumps and controls.

Gas supply pipe

The gas installation pipework (up to and including 35mm diameter) running from the outlet of the gas meter to the isolation valve of any appliance (including flexible gas supply hose(s)).

Beyond Economical Repair

(BER) (applies to the boiler only): Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 70% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be BER.

Obsolete parts

Property Guard uses reputable suppliers who stock the usual parts required to fix most boilers. However, if when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all their stockists or that parts may be available but will take longer than 28 days to source, Property Guard will not be able to complete your repair. Please refer to obsolete parts section for details of what Property Guard will do in these situations.

Boiler service

You will be entitled to one boiler service per year to your central heating boiler. This service will be booked in shortly after you start the policy. This should be carried out within 90 days of the policy start date. We can offer three time slots. Between **1: 8:30-9:00am**, **2: 9:00-12:00am**, **3: 12:00-18:00pm**. These times are offered Monday-Friday excluding bank holidays. You or someone over the age of 16 must be home to allow our engineer access to your property. If we arrive between the hours stated in the option you selected and we can't gain access you will be charged £60 for our return visit.

The service will be carried out to industry standards and a certificate will be issued and sent to you via email within 2 weeks of the service.

Where safety defects are identified, we will follow the current Gas Industry Unsafe Situation Procedure. This may mean that the boiler cannot be used until the issues are rectified.

When will your annual gas boiler service take place?

Your first annual gas boiler service will happen within 90 days of there policy start date.

Your annual service thereafter will usually be completed between April and September.

When your annual gas boiler service is due, we will make two attempts to contact you to arrange the service. If we are unable to make contact with you and therefore cannot complete your annual gas boiler service, you will not be eligible for a refund of the annual gas boiler service element of your cover. You can however contact us to arrange the service within the remaining period of cover.



Pre-existing faults

Pre-existing faults are faults known or not known that existed prior to the contract start date.

All repairs/claims are subject to completing all recommended work. This work will relate to any pre-existing faults or faults caused as a consequence of the heating system, controls or boiler being installed not to manufacturer's instructions or current regulations. This recommended work can also involve the removal of sludge and debris in the heating/hot-water system. This work can be recommended when carrying out your boiler service or when attending your property for a fault.

The boiler must be accessible for any work to be completed. Access around the boiler/radiators and controls must be given to carry out any work.

It is your responsibility to get the necessary work completed so that your policy can continue and any claim/repair can be made. To avoid paying for cover that you no longer have, you should get the necessary work completed as soon as possible. Property Guard can quote and undertake any work that is required that isn't covered under your policy. If an external company undertakes this work for you, please provide us with evidence in writing of the work having been completed in order for us to reinstate your cover. Property Guard may inspect this work if they feel it's necessary.

Cover plan options

Plan One

For properties with a central heating gas boiler NOT covered by a manufacturer's warranty. "Plan One" includes all the benefits in the "What is covered?" section of this policy on page 5 including repairs to the gas boiler.

Plan Two

For properties with a central heating gas boiler that IS covered by a manufacturer's warranty. "Plan Two" includes all the benefits in the "What is covered?" section of this policy on page 5 excluding repairs to the gas boiler.

If you opt for "Plan Two" please inform us when your boiler warranty expires. When the warranty expires you will have the option of changing to Plan One without entering in to a new contract. Just call Property Guard and they will increase your monthly payments and change your cover to Plan One. If you ever have a new boiler installed by Property Guard or another contractor you can change your cover from "Plan One" to "Plan Two" by contacting Property Guard and your payments will be reduced and your cover will be changed.

Landlord Cover option

If your property is rented the "Landlord Cover" option must be taken. There are more benefits with this cover which are listed in the "What is covered?" section. If this option is not taken and a claim is made, Property Guard reserve the right to charge for any repairs needed. Charges will be made at £82 per hour labour plus parts.



What is covered?

A leak within or breakdown of your boiler and central heating system, and/or a leak in your gas supply pipe or copper/plastic water pipes inside your property down stream of your stop tap. Claims will be dealt with by a qualified engineer who will repair or replace the relevant part or parts of your boiler/and central heating system and/or your gas/water pipes.

Examples of claims that are covered

All repairs to in the event of leak or malfunction:

- a. Gas central heating boiler – (Plan One only).
- b. Heating and hot water controls including clocks/thermostats/pumps and valves.
- c. Radiators and radiator valves.
- d. Central heating pipework.
- e. Hot and cold water pipes within your property up to the outlets.
- f. Washing machine valves.
- g. Gas pipe work.
- h. Cold water tanks, expansion tanks and vessels, fill valves and overflows relating to the heating and hot water system.
- i. Hot and cold tap washers and flex hoses.

Replacement if needed to in the event of leak or malfunction:

- j. Gas central heating Boiler parts – (Plan One only).
- k. Heating and hot water controls including clocks/thermostats/pumps and valves.
- l. Radiators, radiator valves and pipework.
- m. Cold water tanks, expansion tanks and vessels, fill valves and overflows relating to the heating and hot water system.
- n. Washing machine valves.
- o. Hot and cold tap washers if available.
- p. There is no limit to the amount we will pay for a boiler and/or central heating system claim, providing your boiler is not BER – No limit to the number of claims covered under this policy. If access is needed for the engineer to repair pipe work we will carry out that work needed. An example of this would be taking up floor boards or cutting into ceilings. Any remedial work/making good required after the repair is not covered under this policy.

Landlord Cover

- a. Landlord safety test certificate (up to 4 appliances and 1 gas meter).
- b. Key collection service – We offer a key pick up and return service for Landlord option only. Keys must be within 2 miles travel distance of the property.
- c. We will contact your tenants direct to arrange your annual boiler service and safety test.
- d. A sticker will be attached to the boiler with our contact number.
- e. Your tenant can call us direct to report any faults.
- f. You will be contacted if any works needed falls outside the scope of the cover.
- g. We can also carry out PAT testing, Legionella risk assessments and smoke alarm reports. Any of these services can be added to the plan at an additional cost agreed to by Property Guard.

What is NOT covered

Repair or replacement of:

- a. Any materials needed to complete your annual boiler service. This includes, but not limited to, combustion seals that must be changed as part of the manufacturer's service schedule.
- b. Any pipework before the internal stop tap.
- c. Internal stop taps that have no external working stop tap to isolate water.
- d. Frozen pipes which have not resulted in a leak or permanent blockage.
- e. Showers including the shower unit, controls, outlet, shower head, sealant and shower pumps.
- f. Mains water boost pumps, drainage or sewerage pumps.
- g. Water softeners, waste disposal units, A/C units, cesspits and septic tanks.
- h. Hot water cylinders and immersion elements.
- i. Indirect and direct mains pressure hot water thermal storage systems.
- j. Domestic appliances.
- k. Sanitary ware and sealants.
- l. Taps (we will replace washers if available).
- m. Toilets, drainage and waste pipes of any kind.
- n. Anything outside the property building or flat including, but not limited to, condense pipework/overflow pipework, soak always, pipework of any kind.
- o. Boiler flues/ terminals and weather collars.
- p. Boiler flue fixings/brackets.
- q. Flexible connections/hoses connecting appliances/outlets to the water system.
- r. Frozen condense pipes that are not to current standards and/or to manufacturer's specifications.

Exclusions of cover

- a. Any item not forming part of your policy coverage as detailed in "What is covered?".
- b. Rented properties unless the option of "Landlord Cover" has been opted for.
- c. Faults caused by physical damage, misuse or maintenance done by a third party.
- d. User error: Where the heating system, including controls are not being operated correctly resulting in faults or perceived faults.
- e. Any work to boilers that require specialist work such as – Ideal Istor, Chaffoteaux Britany Combi, Servowarm: Savannah, Select, Sorrento, Supreme, XLF, Saxon and Elite models, Rayburn, AGA, all Gledhill and Ferroli models.
- f. Elson tanks, thermal storage units (e.g. Gledhill Boilermate and or Potterton Powermax and HE models) or their controls.
- g. Any boiler/radiator/pump or controls that are over 15 years old.
- h. Pre-existing faults known or not known prior to the start of the cover.
- i. Oil, renewable heating, electrical heating, electrical hot water storage tanks.
- j. Any faults caused by scaling, blockages or sludge in the heating or hot water system.
- k. Removal of any sludge, debris or scaling from the heating or hot water system (power flushing).
- l. Any fault caused as a result of gas supply failure, water supply failure, electrical supply failure.
- m. Underfloor heating pipework or manifold and controls.
- n. Faults caused by physical damage, misuse or maintenance done by a third party.
- o. Faults caused as a consequence of the heating system, controls or boiler being installed not to manufacturer's instructions and or current regulations.
- p. Any costs of water or gas lost during a leak.
- q. Existing faults known or not known prior to the start of the cover.
- r. Quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool.
- s. Blocked toilets, drainage or waste pipes.
- t. Smart controls.
- u. Work required to your heating system, controls or boiler to meet current regulations and or manufacturer's instructions.
- v. Commercial properties.
- w. Commercial appliances and or boilers over 70KW.
- x. Any other gas appliances or water heaters in the property.
- y. Properties that are being rented unless Landlord Cover is selected.
- z. Properties that have been unoccupied for more than 60 days.



Exclusions of cover (cont.)

- aa. Properties that are under construction or large renovation.
- bb. Any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this policy other than those direct costs. This includes, but not limited to, withheld rent, wages lost, hotel costs, taxi or fuel costs.
- cc. Instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines.
- dd. Repairs which put the health and safety of our engineers at risk e.g. where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place.
- ee. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present.
- ff. Any investigative work, where the incident which caused you to claim has already been resolved.

What if my boiler is Beyond Economical Repair?

If your boiler is (BER) and installed from new less than 10 years ago, we will quote for the installation of a new boiler of the same make and model or new equivalent. We will discount 70% from the boiler trade price from the overall cost of installing the new boiler. Additional costs that are NOT included in the 70% discount include: Boiler flue, weather collar and fixings, boiler controls, pipework, fittings and any labour costs. If your boiler was installed from new over 10 years ago a 25% discount will be made with the same conditions.

Frozen condense pipe

In prolonged periods of time where the outside temperature is below zero, some boiler condense pipes can freeze preventing the boiler from operating. This policy does not cover any repairs in this event if that condense pipe is not up to current regulations and or manufacturer's instructions. This includes but not limited to, pipe work used that is under 32mm in diameter and or has no air gap. Pipework that has been installed with an insufficient fall. Pipework that is not insulated/lagged.

What happens if I make a claim and it's not covered under this policy?

If an engineer attends your property and the fault is not covered under this policy a cost of £82 will be charged. If a repair can be completed by the engineer within the first hour they will do so and the charge will be £82. If the repair can't be completed for the minimum charge of £82, Property Guard will then quote for any work needed.

General conditions

Guarantee

Under this policy, the workmanship and any part(s) installed to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out.

Parking restrictions

When making a claim, you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to your property. Where no parking is available, this may affect our ability to service your claim. You will be charged for any costs resulting from parking.

Property eligibility

This policy is for homeowners (of both houses and flats): The property (house, apartment or flat) must be your permanent home and owned and solely occupied by you and your family as a private residence (unless "Landlord Cover" is selected).

Property must have no business use, and excludes communal or service duct areas (for apartments and flats). Retail, commercial and other premises used for business are not eligible for this cover, and council and housing association tenants will not need this service. Mobile homes, bedsits, sub-divided home. This policy only covers one boiler. If your property has more than one boiler, a separate agreement will have to be made with Property Guard and confirmed in writing. The boiler(s) at your property must have a total power input of less than 70 KW and the central heating pipe work must be 35mm or less in diameter. It must be fuelled by natural gas or LPG, not electric, oil or solid fuel.



Your property must not be heated by one of the following:

- a. A dual-purpose boiler e.g. Aga, Rayburn
- b. A warm air heating system
- c. A thermal storage unit
- d. An Elson tank
- e. Around/air source system
- f. Solar/thermal power
- g. Combined heat and power system

Please check that you do not have cover elsewhere before taking out this policy to avoid overlapping cover with another provider.

Promotional Offers

If you cancel a policy and you (which in, this context, includes another individual living at the property) then purchase a policy with equivalent features then you will not be eligible for any new customer promotional offers.

The law that applies to this policy

This agreement is governed by the laws of England and Wales, except where the property is located in Scotland, in which case the laws of Scotland will apply. All correspondence will be in English.

Taking payment

Property Guard will use a third party to collect the monthly payments for the cover selected.

Your contract

1. Your contract is with Property Guard. This policy is sold, arranged and administrated by Property Guard.
2. Property Guard will only amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your policy, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can my policy be cancelled?'.
3. Despite the provisions of 2 above, Property Guard will write to you, if in the future it transfers in full or in part the arranging and administration of your policy to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. You will be contacted by Property Guard and asked if your data can be transferred to the new arranger and/or administrator being able to offer continuation of service to you.

How we use your data

The Data Controllers (for the purposes of the General Data Protection Regulation 2018) are Property Guard in respect of the sale of your policy, the provision of any services and providing you with details of other products and services. We will only share your information with companies that are involved in any claim/repair that is taking place at your property. This would include maintenance companies, utility suppliers and boiler manufacturers. In these circumstances all reasonable steps will be taken to ensure your personal information is secure and processed in strict accordance with the Data Protection laws. Property Guard may also use your data to keep you informed by post, email, text messaging or telephone of any products or services which they consider necessary to maintain the service at your policy.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to supply accurate and complete answers to all the questions you were asked by Property Guard. It is important that you check the information you have provided and notify them immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your policy being cancelled. You are required to update us with any changes to the information you have provided.