

BOILER & HOME HEATING EMERGENCY COVER

TERMS AND CONDITIONS

DEMANDS AND NEEDS STATEMENT

This policy meets the demands and needs of persons wishing to ensure that in the event of a complete breakdown to their boiler, central heating or hot water supply, they receive help to arrange and pay for **emergency** work to be carried out to make a **temporary repair** of the damage up to €650.

This policy covers two claims, each with a claim limit of up to €650.

This policy does not cover all situations. **You** should read the terms and conditions of the policy to make sure it meets **your** needs.

We do not make a personal recommendation as to the suitability of this policy to **your** needs.

POLICY SUMMARY

BOILER EMERGENCY INSURANCE

It is important that **you** read all policy documents carefully.

WHO THE COVER IS UNDERWRITTEN BY?

The cover is underwritten by Inter Partner Assistance S.A.

TYPE OF INSURANCE AND COVER

Boiler Emergency assistance provides **you** with access to a tradesperson and up to €650 per claim for **emergency** work to be carried out to make a **temporary repair** of the damage caused by specific events occurring within **your** property.

SIGNIFICANT FEATURES AND BENEFITS

a) Boiler Emergency

In the event of an **emergency we** will organise and pay up to €650 (including VAT) for call out, **labour**, parts and materials to carry out a **temporary repair**.

Boiler Emergencies Covered:

- Central heating or Boiler failure
- Hot water failure

b) Accommodation

In the event that the property is uninhabitable (and remains so overnight) **we** shall, at **your** request, arrange and pay up to €100 (including VAT) in total for **your** overnight accommodation and/or transport to such accommodation on a reimbursement basis.

A maximum of one claim may be made in any **period of insurance**.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

This insurance is not a household building or contents policy or an equipment maintenance contract.

The following are excluded from the insurance:

- An **emergency** relating to plumbing or gas or electricity failure (see What is not **covered** a)
- Commercial boilers or heating systems with an output over 60 kWhr (see What is not **covered** b)
- More than two claims in any **period of insurance** (see What is not **covered** f)

DURATION OF THE COVER

From the date **you** receive **your** confirmation of cover e-mail until its renewal or cancellation, up to a maximum of twelve months.

If **you** choose to upgrade this Boiler Emergency Policy to a full Home Emergency Policy, the duration of cover under this Boiler Emergency Policy will be extended by up to 14 days to mirror the renewal date of the full Home Emergency Policy.

YOUR CANCELLATION RIGHTS

For further information on cancellation please refer to the section in the policy document headed Cancellation Rights

HOW TO MAKE A CLAIM

To obtain **emergency** assistance contact the 24-Hour **emergency** helpline on **1890 100 020**.

If **you** think **you** have a gas leak, **you** should immediately call Bord Gáis Emergency Service on 1850 20 20 50.

HOW TO MAKE A COMPLAINT

We will always aim to do **our** best. However there may be times when **you** are not happy with **our** services.

If **you** have a complaint about **our** service, **you** can write to **our** Customer Relations Manager at: Customer Relations – **Home Emergency** Inter Partner Assistance SA, N6 Kilmartin Retail Park, Athlone, Co Westmeath or **you** can phone **us** on : 0906 486 300.

We will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution. If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Services Ombudsman by writing to:

Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or **you** can phone: (01) 662 0899

Following the complaints procedure does not affect **your** legal rights.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms in the UK should they not be able to meet their liabilities and **you** may be entitled to claim compensation in such event. Further information can be obtained from www.fscs.org.uk in the unlikely event **you** need to make a claim

INVESTOR COMPENSATION SCHEME (ICS)

AXA Assistance (Ireland) Limited are members of the Investor Compensation Scheme, the scheme is administered by The Investor Compensation Company Ltd (ICCL). The Act provides that compensation shall be paid to eligible customers if **we** are unable to make payment of money **we** owe to them in relation to the provision of **our** services.

For more information see www.investorcompensation.ie in the unlikely event **you** need to make a claim.

POLICY DOCUMENT

TERMS AND CONDITIONS

Thank **you** for taking **our** Boiler **Emergency** Policy. This policy booklet explains the full insurance terms, conditions and exclusions of this policy.

AXA Assistance (Ireland) Limited will provide the cover described below.

DEFINITIONS

Please find below an explanation of the words used in this policy. Where these appear in bold they will have the meaning given below.

Authorised contractor:

A tradesperson authorised by **us** to assess **your** claim, and carry out repairs in **your home** under this policy and under **our** delegated authority.

Covered / Insured Events:

Emergency to essential services in **your home** listed in the section below headed "What is covered".

Emergency:

A sudden and unforeseen incident in **your home** which immediately:

- Exposes **you** or a third party to a risk to health or;
- Creates a risk of loss or damage to **your home** and/or any of **your** belongings or;
- Makes **your home** uninhabitable.

Emergency Repairs:

Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

Home:

The house or flat its integral (built-in) garages all used for domestic purposes only in Ireland. It does not include detached garages, sheds, greenhouses, outbuildings and other buildings, except for boilers.

Insured/you/your:

You (the policyholder) and/or any member of **your** immediate family, or lodger normally living at **your home**.

Period of insurance:

From the date **you** receive **your** confirmation of cover e-mail until its renewal or cancellation, up to a maximum of twelve months.

If **you** choose to upgrade this Boiler Emergency Policy to a full Home Emergency Policy, the duration of cover under this Boiler Emergency Policy will be extended by up to 14 days to mirror the renewal date of the full Home Emergency Policy.

Reimbursement Basis:

Subject to **our** prior agreement and on receipt of the engineer / installer/ supplier/ **authorised contractor's** fully itemised invoice, **we** will pay **you** up to €650 (inc. VAT) as a contribution to a repair which **you** will arrange yourself. This will be in full and final settlement of **your** claim.

Temporary repair:

Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a permanent repair.

We, Us, Our:

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (Ireland) Limited, Kilmartin N6 Retail Park, Athlone, Co Westmeath. AXA Assistance (Ireland) Limited will arrange for **you** to receive the Home Emergency services described in this Policy using **authorised contractors**.

SERVICE PROVIDER AND INSURER

This policy is administered by AXA Assistance (Ireland Limited, Kilmartin N6 Retail Park, Athlone, Co Westmeath

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and is regulated by the Central bank of Ireland for conduct of business rules.

AXA Assistance (Ireland) Limited provides the emergency assistance services and benefits described in this policy during the Period of Insurance. AXA Assistance Ireland Limited operates the 24-hour home emergency assistance helpline.

Your policy is subject to Irish Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the Irish Courts if there is an unresolved dispute between **us**.

IMPORTANT INFORMATION

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully.

This policy covers two claims with a limit of up to €650 per claim.

HOW TO MAKE A CLAIM:

Please call **us** as soon as **you** are aware of the **emergency**.

You may not claim under a new policy for the first 14 days unless **you** are renewing an existing policy.

To obtain assistance, contact the 24 hour Emergency Helpline on: **1890 100 020**

Please have as much information as possible to hand including **your**:

- Name and home postcode
- Policy Number
- An indication as to the nature of the problem

There are conditions and exclusions, listed below, which limit the type and value of **emergency** repairs **you** can claim for. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an **emergency** has occurred that it is not **covered** under the policy.

WHAT WILL HAPPEN NEXT?

If **you** suffer an **emergency** at **your home**, **you** should tell **us** on the **emergency** telephone number. **We** will then:

Advise **you** how to protect **yourself** and **your home** immediately;

- Validate **your** policy and arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment or to settle **your** claim on a reimbursement basis;
- **We**, along with **our authorised contractors** under **our** delegated authority, will then manage **your** claim from that point onwards and keep **you** updated throughout **your** claim **journey**;
- **We** will organise and pay up to €650 per claim including VAT, call out, labour, parts and materials to carry out an **emergency** repair;
- In the event of **your home** becoming uninhabitable and remaining so because of a **covered** event, **we** will contribute up to €100 inc VAT towards the cost of **your** (including **your** pets) accommodation including transport, on a reimbursement basis;
- **We** would always recommend that **you** arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible, once **we** have carried out an **emergency** repair and contained the **emergency** for **you**, as this may only provide a temporary solution to the problem.

The following section of this document explains what is and is not **covered**. There are also general exclusions that apply to the cover, and there are general conditions that **you** must follow for the policy to cover **your** claim.

WHAT IS COVERED

Complete failure or breakdown of **your** primary heating/hot water system, resulting in no hot water and/or heating.

We will also cover **you** for:

- A loss of water pressure within a boiler due to a fault;
- A water leak from the boiler/heating system.

Included:

Domestic gas boiler within **your home**, the output of which does not exceed 60kWh. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue;

If **we** are unable to repair **your** boiler/ hot water system and **you** choose to not replace it, cover under this section will no longer apply.

WHAT IS NOT COVERED

An **emergency** relating to:

- Plumbing problems that do not directly affect the central heating system, relating to leaking pipes, blocked drains or leaking radiators
- More than 2 claims in any one period of insurance
- Complete failure of gas or electricity within the property
- Commercial boilers or heating systems with an output of over 60kWh
- More than two claims per **period of insurance**.
- Any heating system which is shared with neighbouring dwellings;
- Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;
- Thermostatic valves;
- Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;
- Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame;
- Any costs for the repair of **your** heating system which is **covered** by a manufacturer, supplier, installer or repairer guarantee or warranty;
- Boilers which are still working, but **you** suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to **our authorised contractor**;
- Any routine maintenance, cleaning and servicing, as **well** as repairs that require a powerflush of **your** boiler or main heating system;
- Any repair or replacement of underfloor heating systems, warm air units, air or ground source heat pumps;
- Any fault arising due to sludge/scale/ rust/debris within the primary heating system or damage caused by any other chemical composition of the water e.g if **you** reside in a hard water area (as per the local water authority).
- Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;
- Repair to, or replacement of, gas appliances such as cookers;
- Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;
- Failure of boilers or heating systems that have not been inspected or serviced in accordance with manufacturers' instruction;
- Boilers over 15 years of age
- Boilers that are beyond economic repair are not covered
- Repair or replacement of the flue due to wear and tear;
- Any adaptations made to the property which do not comply with the regulations applicable at the time;

GENERAL EXCLUSIONS

We will not cover the following:

- A repair if **you** are aggressive towards **our authorised contractors** or staff or impede or prevent access to **your home** at reasonable times to complete the repair;
- Loss or damage arising from emergencies which were known to **you** before the start date of this policy;
- Any loss where **you** did not contact **us** to arrange repairs;
- Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- Any **emergency** in a **home** that has been unoccupied for more than 30 consecutive days;
- Any defect, damage or failure caused by:
 - i) modification or attempted repair to all or any part of your property by you or your own contractor which results in damage to that or another part of your property;
 - ii) failure to comply with recognised industry standards;
 - iii) your or your contractor 's malicious or wilful action, misuse or negligence.
- With regards to boilers, any foreseeable breakdown **caused** by negligence or improper maintenance as judged by **our authorised contractor**.
- Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to **your home** or the use of defective products;
- Any repair costs which are **covered** by a manufacturer, supplier, installer or repairer guarantee or warranty;
- This insurance does not cover normal day to day maintenance at **your home** that **you** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**;
- If **you** have been advised of remedial work, which **you** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **your** local water authority, utility company or boiler manufacturer;
- No costs for repairs, parts or services are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 **hour** claims helpline, and **we** have approved a contractor in advance;
- Cost of trace and access to locate the source of the **emergency**;
- Any boiler inspections or any other **emergency** repairs where asbestos may be disturbed;
- The removal of asbestos;
- When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
- Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised contractors** being able to attend to the **emergency** or carry out work in **your home**.

- **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

We reserve the right to decline to renew **your** policy

Claims under this policy can only be made by **you**, **your** immediate family, lodger or anyone calling on **your** behalf.

If the **emergency** repair costs more than €650, **we** will:

- Require **you** to contribute the difference or;
- Subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, **we** would pay **you** up to €650 (inc. VAT) as a contribution to a repair which **you** will

arrange **yourself**, taking account of costs already reasonably incurred by **our authorised contractor**, for the initial visit. This will be in full and final settlement of **your** claim.

When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is **covered** under **your** buildings insurance.

In some circumstances **we** may find it difficult to deploy an **authorised contractor** to attend **your home** or deal with **your emergency** within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist.

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to €650 inc labour, parts and VAT.

Please provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement. If a new boiler or heating system is installed, **you** will also need to provide the make, model, serial number and Gas Council number. **We** will only reimburse the cost of the **emergency** repair applicable under the policy.

OTHER INSURANCE

If **you** make a claim for any liability, loss or damage that is also **covered** by any other insurance policy, **we** will only pay **our** share of the claim.

GETTING OUR CLAIMS COSTS BACK

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **we** make. Anyone making a claim under this policy **must** give **us** any help and information that **we** need.

PARTS AVAILABILITY

Availability of parts is an important factor in providing **emergency** repairs. If **our** engineer does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts from **our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**. **However**, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

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

FRAUD, MISREPRESENTATION AND NON-DISCLOSURE

If **we** find that **you**, anybody **insured** by this policy or anyone acting for **you** has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide you with cover, or the terms and conditions of cover or the premium required;
- Misled us in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing us to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **us** or another insurer;

We may;

- Cancel or void **your** policy and all other policies which **you** hold with **us** from the date of the fraud, misrepresentation or non-disclosure and retain any premium **you** have paid for the policy;
- Refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs **we** have incurred;
- Amend **your** policy details to record the correct information, collect any additional premium due and charge administration costs.

RELEVANT LAW AND LANGUAGE

Your policy is subject to Irish Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the Irish Courts. All communication is to be conducted in English.

Your policy represents the entire agreement between **you** and **us** on the matters in question.

DATA PROTECTION

Details of you, your insurance cover and claims will be held by us and our authorised contractor for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1988 and 2003. Under the Data Protection Act 1998 and 2003 you are entitled to a copy of the information we hold about you on request.

By purchasing our products and services, you agree that **We** may:

- a) disclose and use information about you and your insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service your insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record your telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, We have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

We may monitor and record phone calls to help maintain **our** quality standards and for security purposes.

ALTERNATIVE FORMAT

Please contact **us** in writing or by phone (0906 486300) if **you** would like to receive these term and conditions in an alternative format, for example on audio tape or in large print.