Insurance Backed Guarantee Policy Wording

Version: 09/2026

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Introduction

The Administrator

Bluedrop Services (NW) Ltd is referred to as the administrator in this policy wording and you can contact them at: The Mill Suite, Hardmans Business Centre, New Hall Hey Road, Rawtenstall, BB4 6HH Tel: 01706 658587. The administrator Bluedrop Services (NW) Ltd, is authorised and regulated by the Financial Conduct Authority (Reference: 530244).

The Insurer

Your policy is administered by Bluedrop Services (NW) Ltd (Financial Services Register No. 530244) and arranged by Policy Excess Insure Ltd on behalf of Financial & Legal Insurance Company Ltd. Policy Excess Insure Ltd is authorised and regulated by the Financial Conduct Authority (under firm reference number 836031), The insurance provided by the policy is underwritten by Financial & Legal Insurance Company Ltd who is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference 202915. Registered in England and Wales under company number 03034220.

Insurance Policy

This is your Policy wording. It is only valid when coupled with your certificate of insurance. These two documents make up the 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.

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 14 days you may be charged a fee, please refer to our Terms of Business document for full details. Providing no claims have been made against the Policy then a refund of your premium will be issued. Full details of the process and timeframes are offered when requesting a cancellation at IBG@bluedropservices.co.uk. Should you choose to cancel your policy after the 14-day cooling off period We will not make a refund. To cancel your insurance policy, please email Us at IBG@bluedropservices.co.uk.

We may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at the point of purchase. Valid reasons for cancellation may include, but are not limited to:

- Fraud
- Non-payment of policy premium
- Threatening, abusive, racist or xenophobic behaviour towards staff or employees,
- Non-compliance with Policy terms and conditions
- Failure to reveal or hide facts which may influence our acceptance of Your Policy and/or Claim,
- Deliberately misrepresenting facts to us, being deliberately dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence our acceptance of Your Policy and/or Claim.

Eligibility for Cover

The fault must have occurred during the course of this insurance and been notified to Us within 30 days of becoming aware of the fault. Subsequently, you must be able to evidence that the fault occurred during the course of this insurance. You must be able to evidence that you have exhausted all other avenues for assistance such as requests for remedy of workmanship, professional indemnity claims, warranty insurance claims and other relevant insurances. Only in the event that all other avenues have been completely exhausted, such as claims against other insurance policies have been denied and the original installing party or manufacturer has ceased trading, will a claim under this policy become applicable.

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 installation, per policy period.

Indemnity Limit

2, 5 and 6 Year Measures (as outlined on Your Policy Schedule)

- **a.** The amount of £10,000 or the cost to rectify the loss caused following the failure of a product or defective workmanship of an installation engineer whichever is the lower amount.
- **b.** The amount of the claim cannot exceed the cost to rectify, and if this cost exceeds the limit of indemnity no amount will be paid over and above the maximum limit of indemnity.

10 and 25-Year Measures (as outlined on Your Policy Schedule)

- **a.** The amount of £25,000 or the cost to rectify the loss caused following the failure of a product or defective workmanship of an installation engineer whichever is the lower amount.
- **b.** The amount of the claim cannot exceed the cost to rectify, and if this cost exceeds the limit of indemnity no amount will be paid over and above the maximum limit of indemnity.

Definitions

Any word defined below will have the same meaning wherever it appears in this Policy. These definitions are just some of the phrases and words you will find contained in this policy document. Any you do not fully understand you should address with whomever has supplied you with this policy and if they cannot assist you can contact Uson the telephone number or email address found at the end of this policy document.

Ceased Trading: Where the individual, partnership or company who undertook the works at the property, are no longer in business. This can be due to both voluntary or involuntary reasons such as Liquidation of the business, dissolvement of the company, or any other reason that has caused the company to no longer be active on Companies House.

Certificate of Insurance: This is confirmation that an insurance policy is in place, and this document should be provided to you by the engineer once the installation works are complete. This certificate along with this document forms the policy.

Period of Insurance: The dates specified on the policy certificate.

Installation Engineer: A tradesman, who has been approved and authorized to undertake the schedule of works. This may be a sole trader, partnership or limited company.

Approved Property: This must be a private dwelling such as a house, flat/apartment. Commercial Use will be permitted provided that the building is primarily a “private dwelling” and the commercial use is purely for “home office working”

Consequential Loss: Any damage to the property (buildings, contents or personal possessions) or financial loss incurred by you due to the failure of or an installation or appliance.

Limit of Indemnity: The limit of Indemnity is the maximum amount that will be paid under the policy upon submission of a valid claim.

Defective Workmanship: A failure by the Installation Engineer to undertake the work to a professional standard which subsequently causes failure of the appliance or performance of the appliance.

Failure to Rectify: Following the discovery of Defective Workmanship, the failure of the installation engineer to make good the loss or damage, and/or replace or repair the appliance.

We/Us/Our: Policy Excess Insure Ltd (whose authority is delegated to Bluedrop Services (NW) ltd to issue this policy and administer the insurance arrangements on their behalf). On behalf of Financial & Legal Insurance Company Limited.

You/Your: Means the person or persons who owns or legally occupies the property to which this insurance policy relates.

Insured Event: The failure of a product or Defective Workmanship by the Installation Engineer during the period of insurance, where all other conditions for cover have been satisfied (including exhaustion of all other remedies and the cessation of trading of the of the installation engineer, manufacturer or any other responsible party)

Cover

Included

From the commencement of the policy for the period specified in the Certificate of Insurance we will provide cover for the following:

Any cost to rectify a loss caused by failure of the product or defective workmanship of the installation engineer provided that:

a. The claim has been notified during the period of insurance specified on the certificate. Claims made after the expiry of this insurance will be immediately denied. You must be able to evidence that the fault arose during the course of this insurance.
b. No attempts have been made to undertake any remedial work before notification of the claim. Notification of the fault must be made within 30 days of identifying the fault, in order for Your claim to be deemed valid.
c. These costs do not exceed the maximum limit of indemnity as specified on the certificate of insurance.
d. The installation engineer (a sole trader or partnership) or the company for whom they were employed or the manufacturer and distributor have ceased to trade and failed to rectify the defect. All other forms of insurance, such as Professional Liability Insurance of the contractor, individual, partnership or company who installed the appliance/conduct the workmanship, and/or Warranty Insurance of the Appliance Manufacturer must be completely exhausted, and evidence of this is provided to Us, before a claim will be payable under this insurance.

Not Included

This policy will not apply to the following:

a. Intentional Acts – as Insured Event occurring as a result of:
   - Intentional act or wilful neglect and/or,
   - Intentional or reckless overloading of, or the imposition of any abnormal conditions on, the equipment.

b. Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

c. Damage resulting from electrical surges.

d. Consequential Loss – Any consequential loss or damage arising from the Insured Event or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss arising from the loss of use or performance of the equipment. Consequential loss shall also include loss of use of any item of equipment (not itself subject to an Insured Event) due to the incompatibility with any item of equipment repaired or replaced pursuant to this policy.

e. Guarantees - Any amount that is recoverable upon the occurrence of an Insured event under any manufacturers guarantee, warranty or maintenance agreement.

f. Any loss which is covered under any other insurance policy held by either You or the individual, partnership or the company who installed the appliance.

g. Any loss where servicing and maintenance of the installation/appliance have not been completed in line with manufacturers/recommended requirements.

Conditions

It is Your responsibility to ensure the installation has been completed and there are no clear obvious defects with the work undertaken.

Access: The insurer or its representative shall have the right at all reasonable times to have access to the property during the period any repairs are undertaken by the Insured or designated repairer.

Subrogation: Any Claim settled where there is another active policy in force which would cover any loss suffered, You must, at the request of the Insurance provide such details and allow the Insurer to take all the necessary steps to enforce its rights or recovery.

Observance: The insurer will not be liable to replace an appliance or repair a defective installation under this policy unless You have duly complied with all of the terms and conditions contained in this policy.

Fraudulent Claims or Misleading Information: We take a robust approach to fraud prevention in order to keep premium rates down so that you do not have to pay for other people's dishonesty. If any claim made by you or anyone acting on your behalf under this insurance is fraudulent, deliberately exaggerated or intend to mislead, we may, at our sole discretion:

a. Not pay your claim; and or

b. Recover (from you) any payments we have already made in respect of that claim' and/or

c. Terminate your insurance from the time of the fraudulent act; and/or

d. Inform the police of the fraudulent act.

If your insurance is terminated from the time of the fraudulent act, we will not pay any claim for any incident which happens after that date and time and may not return any of the insurance premium(s) already paid.

Legal: This policy may only be relied on and enforced by the Insurer and the Insured and shall not be directly or indirectly enforceable by any third party under the contracts (Rights of Third Parties) Act 1999 or otherwise.

Insurers Liability cover provided under the policy shall cease on the earliest of:

a. The expiry of the Period of Insurance as recorded for each item of equipment by the administrator, or
b. The insured fails to observe the terms and conditions of the policy, or
c. The settlement of a claim under the policy or
d. Where cover is cancelled.

Claims Process

Review Your Cover

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

Contact Claims

To make a claim, call the administrator on 01706 658 587 or email claims@bluedropservices.co.uk calls may be recorded for training, compliance and fraud prevention purposes. Lines are open between 9am and 5:30pm Monday to Friday.

Alternatively, please write to:

Bluedrop Services (NW) Ltd,
The Mill Suite,
Hardmans Business Centre,
New Hall Hey Road,
Rawtenstall
BB4 6HH.

In order to make a claim, You must, within 30 days of discovering the fault, notify the Administrator of the event. Then within 30 days from that date:

You must ensure that:

a. The appliance or installation is available for inspection following the submission of a claim.
b. When requested to do so, and within 14 days of receiving such request, deliver to Bluedrop Services (NW) Ltd a statement of all reasonable particulars and details of the appliance affected, and other evidence as may be reasonably required by the insurer.
c. Provide full evidence that all other contracts of insurance, and Warranties have been exhausted. This must include which other parties have been contacted requesting that assistance be provided.

Unless all the terms of this condition (as detailed above) are complied with, a claim under this policy may not be payable.

Evidencing the Claim

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

a. Evidence of ownership;
b. Details of 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.
d. If your Equipment has been damaged, You must provide us with photographic evidence of the damage.

Claims Appeal

If you feel a mistake has been made in your Claims Decision or evidence has not been considered, you, of course, have the right to appeal. Please email the Claims team and in the subject line state "Appeal", along with your unique reference number. Your appeal will be acknowledged within 3 working days, and you will be asked to submit any further information or evidence you wish to be considered. A Senior Claims Assessor will review your claim and provide a claims appeal decision within 7 to 10 working days. A Claims Appeal decision cannot be appealed further, but you will have the right to escalate to the Financial Ombudsman.

Conditions

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 (if applicable)
- 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 the 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 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
- Information or advice provided during the sales process.
- Terms and conditions of policy,
- General administration of Your Policy including Claims.

Should You wish to raise a complaint please email info@bluedropservices.co.uk where you will be able to lodge a complaint specific to your policy enquiry and product type.

Alternatively you can raise a complaint with Policy Excess Insure Ltd at complaints@pexinsure.com

If your complaint has not been dealt with to your satisfaction, you are able to complain to the insurer directly by addressing your complaint to:

Financial & Legal Insurance Company Ltd
No.1 Lakeside
Cheadle Royal Business Park
Cheadle
Cheshire
SK8 3GW

Appeal

If You feel 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
E14 9SR

Telephone: 0800 0234567 or 0300 1239123
Web: www.financial-ombudsman.org.uk

Using this complaints procedure or referral to the Financial Ombudsman Service 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.

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 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 to obtain Your views please contact us at info@bluedropservices.co.uk.
To prevent fraud, We may exchange information with our 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 of any automated decision by contacting Us at info@bluedropservices.co.uk.
d. We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for those 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 use 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 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 date 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 obtain a copy of your Personal data for Your own purposes and to move, copy or transfer it from one environment to another.
e. 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.

If you have any questions or concerns about how We handle Your personal data You should contact: info@bluedropserices.co.uk.