

# Gas Boiler Breakdown Cover with excess

## Terms and Conditions - effective from 18/11/2015



This policy provides insurance cover in relation to domestic incidents – please see the ‘What is Covered?’ section(s) of these terms and conditions.

This policy also provides certain non-insured services - please see your policy schedule.

These terms and conditions and the policy schedule form a contract of insurance between you and the Underwriter and a separate contract between you and HomeServe to sell, arrange and administer your policy and to provide the non-insured services set out in your policy schedule. Please read this document carefully along with any enclosed documents so you can make sure you know what you are covered for under your policy. If you have any queries, please call HomeServe on the customer services number, as shown on your policy schedule. Certain words within this policy have a particular meaning. Each time we use these words they will have the same meaning wherever they are used in your policy. Please see the General Definitions and Policy Coverage sections for further details.

Important information concerning your policy has been highlighted using warning triangles.

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### A. KEY QUESTIONS

#### How do I make a claim?

- If an incident occurs at your property, which is covered by your policy, please call the claims number shown on your policy schedule and we will arrange for the incident to be dealt with in accordance with the terms and conditions of your policy.
- Claims must be made by you or a person calling on your behalf. **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.**
- Please have your policy number ready when you call. The engineer may also ask to see your policy schedule when he/she arrives at your property.



- You have a ‘with excess’ policy, therefore you will have to pay the first **£50** of any claim. We will then cover the cost of the rest of the claim up to the applicable claims limit. Excess payment(s) will be taken when you call to make a claim. We can only accept payment using the following cards: MasterCard, Switch Maestro, Visa or Visa Delta.

Each area of policy coverage, as listed in section B, has its own claims limit(s). An excess payment is required for each new unrelated claim (i.e. not arising directly from the same incident). Your excess payment(s) will be refunded if for whatever reason the claim is cancelled prior to the engineer attending or, where after initial inspection, the incident is not covered by your policy.

Please be aware that you cannot make a claim under your policy during any exclusion period. If applicable, the exclusion period(s) relevant to your policy are set out within your policy schedule.

#### How long is my policy for?

Your policy will continue for the period specified on your policy schedule. You have certain rights to cancel your policy, and these are set out below. Our cancellation rights are also set out below and under the heading ‘What if I miss a payment?’ of this section.

#### How can my policy be cancelled?

Only the named policyholder(s) or an authorised representative of the named policyholder(s) should call or 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:

- You may cancel this policy for any reason and at any time by writing to us at the Freepost address or contacting us on the customer services number shown on your policy schedule.
- HomeServe 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: if you submit a fraudulent claim or if you use threatening or abusive behaviour towards our engineers or staff.
- HomeServe may also cancel this policy in any specific circumstances stated in the Policy Coverage section. If the cancellation is as a result of a claim being made, unless stated otherwise, the claim which led to the cancellation will not be considered a claim when calculating any refund due.

The cancellation period shown on your policy schedule includes the statutory 14 day period which commences on the start date of your policy or 14 days from the date you receive your policy documentation, whichever is the later.

Depending on when you cancel and whether you have made a claim you may receive a refund as follows:

- If you cancel your policy within the cancellation period and you have not made a claim, you will receive a full refund of any premium paid.
- If you cancel your policy after the cancellation period and you have not made a claim, you will receive a refund of any premium already paid to us for the remaining period after your policy has ended (calculated daily). If you pay monthly your policy will be cancelled at the end of the monthly period you are in at the time you notify us of your wish to cancel. You will continue to benefit from cover until the date your policy is cancelled.
- If you cancel your policy and you have made a claim (including within the cancellation period) you will not receive a refund - we will retain all premium you have already paid to us.

In any event you will need to pay for any non-insured services that you have received.

#### What if I miss a payment?

If you fail to make a payment of premium on the due date, your policy may be suspended and you will not be able to make a claim. HomeServe will notify you in writing within 5 working days of the date on which a payment was due if you fail to make a payment. If you do not pay the requested amount within 30 days of the 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, the outstanding premium due to us will depend on how you selected to pay your premium for the policy. If you pay your premium monthly, the outstanding premium will be your monthly premium payments up to the date that the policy is cancelled. If you pay your premiums quarterly or annually, the outstanding premium will be all unpaid premium payments for the term of the policy.

**What if I move home?**

You are responsible for informing HomeServe of a change of your address so that cover can be transferred to your new property. Please phone us on the customer services number or write to HomeServe at the Freepost address, to advise us of your new address. We will check with you whether your cover is appropriate for your new property before it is transferred. If it is not appropriate you may cancel your policy as set out under the heading 'How can my policy be cancelled?' in this section.

**How do I renew?**

HomeServe will contact you in writing before your policy expires to arrange the renewal of your policy. At the same time we will review your premium and advise you of your renewal premium amount. Your claims history will be considered as part of the premium review. We reserve the right to adjust your premium to reflect any changes in the rate of tax applicable to it. HomeServe reserves the right to refuse renewal of any individual policy and we will inform you before your policy expires if we choose to do so.

**How can I complain?**

Only the named policyholder(s) or a representative authorised by the named policyholder should call or write to make a formal complaint. If you have a complaint, please phone or write to HomeServe in the first instance using the customer services number or Freepost address. Every effort will be made to resolve your complaint to your satisfaction. If your complaint relates to the insurance cover provided under this policy and it is not resolved to your satisfaction, then you may have the right to refer the matter to the Financial Ombudsman Service. We will give you information about referring your complaint to the Financial Ombudsman Service if you remain dissatisfied. If your complaint relates to any non-insured service provided under this policy, you will not have the right to refer the complaint to the Financial Ombudsman Service.

**B. POLICY COVERAGE**



**GAS BOILER BREAKDOWN**

**⚠ 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.**

**Cover Definitions**

**Domestic gas central heating boiler (boiler):** the private domestic gas central heating boiler, supplying your property, fired by natural gas, with a permissible output of up to 60 kW/hr. This includes from the boiler isolating valve, including all manufacturer's fitted components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls.

**Beyond Economic Repair (BER):** 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 85% 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 beyond economical repair.

<b>What is Covered?</b>	
A leak within or breakdown of your boiler. Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the relevant part or parts of your boiler.	
Examples of claims covered ✓ A breakdown of the boiler ✓ Replace heat exchanger ✓ Replace boiler zone valve ✓ Repair motorised valves ✓ Unable to control temperature or timings of your boiler	Claims limit – There is no limit to the amount we will pay per claim, providing your boiler is not BER – No limit to the number of claims Response – An appointment will be made
<b>Temporary heating</b> - If a part needs to be ordered and it will take over 72 hours from the engineer's first visit to arrive, we will deliver two temporary electrical heaters to your property. The heaters will be yours to keep.	
<b>⚠ What isn't Covered?</b> (see also the General Exclusions)	
a) repairing a boiler or any part of it, which is BER; b) any part of the domestic gas central heating system (such as the hot water cylinder, radiators and cold water tank, its feed and outlet) other than the boiler; c) separate gas heaters providing hot water; d) LPG gas/oil systems; e) dual purpose boilers (e.g Aga, Rayburn); f) warm air heating systems; g) sludge/scale/rust within the boiler or damage caused by any other chemical composition of the water; h) any other gas appliance (with the exception of gas fires forming part of a back boiler);	i) a breakdown when an engineer has previously identified that remedial / maintenance work is required to prevent a future breakdown; j) any part of the boiler which is not possible for the engineer to work on safely; k) parts of the boiler where it is impossible or impractical to access because of its position such as the boiler is inaccessible due to the installation of fitted units; l) frozen pipes within the boiler which have not resulted in a leak or permanent blockage; m) boilers which are still working, but you suspect may be about to breakdown (such as a noise has developed); n) adjustment of timing and temperature controls; o) any defect or failing which may be attributed to the design of the boiler.



**BER** – If upon making a claim your boiler is deemed to be BER, we will replace it if it is less than 7 years old (when it is declared BER) with a boiler of the same or similar make and model or the then current version of your boiler, which has the same or similar functionality as your boiler and has a power output of up to 60kW/hr. We cannot guarantee the same make or model or that it will be fitted in the same place. Replacements will meet all current statutory requirements. If your boiler is 7 years old or older when it is declared BER we will make a contribution of **£200** towards the cost of a new boiler. When your boiler is declared BER, your policy will be cancelled in accordance with the procedure outlined in section A, under the heading 'How can my policy be cancelled?'

**Maintenance work** - The engineer, when dealing with your boiler may complete the repair but diagnose that additional maintenance work is required to your boiler in order to prevent a future breakdown. For example; maintenance work can include circumstances where there is a build up of sludge/scale/rust resulting in your boiler needing cleaning. As this maintenance work is not covered under this policy, it is your responsibility to have it completed. We will notify you and confirm by letter that this work needs to be completed. Until the maintenance work is carried out we will be unable to offer any cover for the affected part of your boiler. To avoid you paying for cover you no longer have, you should get this maintenance work completed as soon as possible. Please provide us with evidence in writing of the work having been completed in order for us to reinstate your policy coverage.

**Boiler Type and Condition** – We reserve the right to assess your boiler at any time. We are not able to continue to cover boilers which are not in good working order or can no longer be supported due to parts being obsolete.

**Obsolete parts** – HomeServe uses reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your boiler we find that the relevant manufacturer's spare parts are not readily available after a search of all HomeServe's stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair. In this event we will deem that we can no longer offer you gas boiler breakdown cover and will make a contribution of **£200** towards the cost of a new boiler. Your policy will be cancelled and your premium will be refunded in accordance with the procedure outlined in section A, under the heading 'How can my policy be cancelled?'

### **Annual Gas Boiler Service**

Your policy includes provision for an annual gas boiler service by HomeServe. This is not an element of insurance and therefore it is not part of the contract of insurance underwritten by the Underwriter and it is not regulated by the Financial Conduct Authority. This also means that if you have any complaint relating to this service, you will not have the right to refer the complaint to the Financial Ombudsman Service. We will contact you to arrange for an engineer to service the gas fired boiler to statutory requirements, manufacturer's recommendations and relevant codes of practice. Boiler services are normally undertaken Monday to Friday, 9am to 5pm, between April and September.

## **C. IMPORTANT INFORMATION**

### **General Definitions**

Certain words within these terms and conditions have a particular meaning, as shown below. Each time we use these words they will have the same meaning wherever they are used in your policy:

**Breakdown:** A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

**Cancellation period:** The number of days, after your policy start date, during which you can cancel your policy. This is shown on your policy schedule.

**Claims limit:** The maximum amount that the Underwriter will pay for each claim as set out in the relevant policy coverage section of this policy. Any claims limit referred to in this policy includes labour, materials and VAT, as applicable.

**Claims number:** The telephone number to call when you wish to make a claim. The number is shown on your policy schedule.

**Customer services number:** The telephone number to call when you have any questions about your policy. The number is shown on your policy schedule.

**Engineer(s):** The person(s) employed and/or authorised by HomeServe to deal with your incident.

**Exclusion period:** Your policy may have an initial period when you are not able to make a claim. The date from which you are able to make a claim is shown on your policy schedule under 'period of insurance'. Providing you renew your policy before the expiry of your policy, there will be no exclusion period at renewal.

**FCA:** Financial Conduct Authority

**Freepost address:** Freepost RLYC-LXAL-GEEH, Customer Admin Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

**HomeServe:** HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN. Registered in England, No. 2770612. HomeServe is a trading name of HomeServe Membership Limited which is authorised and regulated by the Financial Conduct Authority for its activities relating to insurance under this policy.

**Non-insured service:** Services provided to you in addition to the insurance elements of your policy, e.g. the annual boiler service, as set out in your policy documentation.

**Policy:** These terms and conditions and the most recent policy schedule.

**Policy schedule:** The document containing important details about your policy, which should be read in conjunction with these terms and conditions.

**Policy start date:** The date this policy starts on, as set out in your policy schedule.

**Premium:** The total amount you pay HomeServe for your policy, consisting of a sum for the insurance contract between you and the Underwriter, any applicable insurance premium tax and administration fees, plus, where relevant, any additional non-insured service related charges (which will include VAT), as each is set out in your payment schedule.

**Property:** The private home, garage and domestic outbuildings (excluding sheds, greenhouses, non permanent structures) within the property boundary at the address shown on your policy schedule. The extent of your property will be that which is wholly within your control and you are wholly responsible for. Please see the sub-section 'Property Eligibility' in the 'General Conditions' section.

**Underwriter:** The company we have chosen to provide the insurance cover on your policy. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Aviva Insurance Limited is registered in Scotland, company no. 2116 and the registered address is Pitheavlis, Perth, PH2 0NH. The regulatory status of Aviva Insurance Limited and HomeServe can be checked by visiting the FCA's website [www.FCA.org.uk/register](http://www.FCA.org.uk/register) or by contacting the FCA on 0800 111 6768.

**We/us/our:** HomeServe, its authorised agents and engineers, unless otherwise stated.

**You/your:** The person(s) who has the benefit of this policy.

### **General Exclusions**

The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following:

- any item not forming part of your policy coverage as detailed in 'What is Covered?';
- any event, loss or damage arising from circumstances known to you before your policy start date;
- any costs / activities in excess of the claims limit or any other limit specified in 'What is Covered?'. You are responsible for agreeing and settling these costs directly with the engineer;
- 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 expressly covered by this policy, unless caused by our negligence or that of our agents and suppliers, including the failure to search all of our stockists for a spare part;
- systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall;

- f) instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines;
- g) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this policy, which does not comply with British Standards;
- h) the costs of any work carried out by you or persons not authorised by us in advance;
- i) any parts not supplied and chosen by us. Subject to any applicable regulations, our engineer can fit an alternative part (that complies with British Standards) supplied by you at the time of the visit (e.g. a switch or tap) however this part will not be guaranteed. Our engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system;
- j) normal day-to-day maintenance of the items covered by your policy at your property, for which you are responsible;
- k) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- l) any loss in the event of damage occurring where the property has remained unoccupied for 60 or more consecutive days;
- m) any loss arising from subsidence, heave of the site or landslip caused by:
  - bedding down of new structures;
  - demolition or structural repairs or alterations to the property;
  - faulty workmanship or the use of defective materials;
  - river or coastal erosion;
- n) 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 defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;
- o) loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property, for example a power cut to your neighbourhood;
- p) any investigative work, where the incident which caused you to claim has already been resolved;

## **General Conditions**

### **Our guarantee**

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

Where appropriate, we may advise you that remedial or maintenance work will be required to be undertaken by you in order to bring your installation up to a suitable standard or to prevent a future incident. Such work will be at your own cost.

### **Creating access**

Upon arrival at your property, the engineer will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. Unless stated in the 'What is Covered?' sub-sections of the Policy Coverage section, this policy does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your claim until you have arranged for access to be made.

### **Property eligibility**

This policy is for homeowners only. 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. The property must be your permanent home and owned and solely occupied by you and your family as a private residence with no business use. Mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered. Please also see the definition of property in the 'General Definitions' section.

The boiler at your property must have a power output of less than 60 KW/hr and be fired by natural gas (and not LPG, electric or oil). Your property must not be heated by dual purpose boilers, a warm air heating system, combination and unvented cylinders or thermal storage units.

### **The law that applies to this policy**

1. 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.
2. This policy represents the entire agreement of the parties in relation to this policy.

### **Your contracts**

#### Your contract with HomeServe

HomeServe arranges and administers your insurance cover. If you need to contact HomeServe regarding your contract, please phone the customer services number or write to the Freepost address.

1. This policy is sold, arranged and administered by HomeServe.
2. HomeServe will agree service standards for the delivery of cover provided by the insurance.
3. HomeServe will collect the premium in accordance with your instructions. Any monies relating to the insurance services that are held by us (including premium collected by us, premium to be refunded to you and claims monies) shall be held by us on behalf of the Underwriter.
4. HomeServe 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?'.
5. Despite the provisions of 1 above, HomeServe will write to you, if in the future it enters into an agreement with a new Underwriter(s) for all or part of your policy, to confirm the details of the new Underwriter and give you details of any changes to the terms and conditions of your policy. You hereby authorise HomeServe to transfer any personal data to a new Underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, and consent to the new Underwriter being able to offer continuation of insurance cover to you. If at any time you wish to withdraw your agreement to this, please let HomeServe know by calling the customer services number.
6. Despite the provisions of 1 above, HomeServe 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 hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let HomeServe know by calling the customer services number.

#### Your contract with the Underwriter

This insurance cover is provided by the Underwriter. You must co-operate with the Underwriter in obtaining reimbursement of any costs they incur under the terms of this cover, which may have been caused by the action of a third party, against whom you have a legal right of action.

#### **Compensation Scheme**

Both the Underwriter of this policy and HomeServe are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers if we or the Underwriter are unable to meet our liabilities. You may be entitled to compensation in these circumstances depending on the details of any claim. If entitled to compensation you would be covered for 90% of the claim, without any upper limit. Further information about the scheme arrangement is available from FSCS.

#### **How we use your data**

The Data Controllers (for the purposes of the Data Protection Act 1998) are HomeServe in respect of the sale of your policy, the provision of any non-insured services and providing you with details of other products and services and Aviva in respect of underwriting the insurance under your policy. HomeServe is a member of the HomeServe Plc group of companies. The HomeServe group of companies, the Underwriter and their selected partners may use your data for the purpose of insurance administration, training, testing, quality control, research and statistical analysis, monitoring and enforcing compliance with any regulatory rules/codes and crime prevention.

In assessing your application, renewal and any claims made, HomeServe may share your personal information with specially selected third party organisations such as your water company or their network of local sub-contractors to assist in providing you with the services you have requested. 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 Act 1998.

HomeServe operate a number of 'affinity agreements' with third parties including local water companies whereby they introduce HomeServe products and services to their customers. In those circumstances HomeServe will share details of the products and services that have been bought, and also liaise with the third parties in respect of claims handling and on occasion to help resolve individual complaints.

HomeServe and the Underwriter or its agents may undertake checks against publicly available information. The HomeServe group of companies may also use your data to keep you informed by post, email, text messaging or telephone of any products or services which they consider may be of interest to you. If you do not want to receive such information please write to HomeServe at the Freepost address marking the communication 'For the attention of the Data Protection Officer, Customer Relations Department'.

To ensure we have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with the best premium and payment options, HomeServe and so far as is necessary, the Underwriter, may use information from selected third parties including fraud prevention agencies and the police. Upon payment of a small administration fee you have the right (subject to certain limited exceptions) to access and, if necessary, rectify information held about you. If you do wish to make such an inspection please write to HomeServe at the Freepost address marking any correspondence 'For the attention of the Data Protection Officer, Customer Relations Department'. For further information on how we use your data, please see our Privacy policy at [www.homeserve.com](http://www.homeserve.com).

#### **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 at the time of insuring with us. It is important that you check the information you have provided and notify us 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 provided at the time you asked us to insure you.

**This information can be supplied in large print, braille or audio on request.**