

# HomeServe Range

## Terms and Conditions

### ABOUT THESE TERMS AND CONDITIONS

These terms and conditions together with **your** latest **agreement schedule** include all the information **you** need to know about **your agreement** and explain exactly what **products** are available, what **product(s)** **you** have selected under **your agreement**, what **your product(s)** do and don't cover, how to make a claim under **your agreement**, how to change or cancel **your agreement**, what changes **you** need to keep **us** informed about and how to make a complaint. Some of these terms and conditions apply to all **products** and some will only apply if **you** have selected that particular **product** and it appears on **your** latest **agreement schedule**.

The following elements form **your agreement**, please read them and keep them safe:

- These terms and conditions;
- The latest **agreement schedule** and **payment schedule** issued by **HomeServe** to **you**; and
- Any changes to these terms and conditions contained in notices issued by **HomeServe** at renewal.

There are two types of **product** available under this **agreement**:

#### Insurance Products

- Insurance **products** are underwritten by the **underwriter**. Any selected insurance **product(s)** will be subject to a contract of insurance between **you** and the **underwriter** which is governed by these terms and conditions.

#### Non Insurance Products

- Non insurance **products** are provided under a contract with **HomeServe**. They are not elements of insurance underwritten by the **underwriter** and are not regulated by the Financial Conduct Authority. This also means that if **you** have a complaint relating to a non insurance **product** **you** will not have the right to refer it to the Financial Ombudsman Service.

In return for **you** paying **your premium**, the **underwriter** and **HomeServe** will provide **you** with the insurance **product(s)** and the non-insurance **product(s)** (as set out in **your agreement schedule**), subject to these terms and conditions during the **agreement term**. The provision of insurance and non-insurance services under this **agreement** is conditional upon **you** observing and fulfilling these terms and conditions.

Certain words within this **agreement** have a particular meaning. Each time **we** use these words they will appear in bold and they will have the same meaning wherever they are used in **your agreement**. Please see the 'General Definitions' section for further details.

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## A. KEY QUESTIONS

### How do I make a claim?

1. If an incident occurs at **your property**, which is covered under **your agreement**, please call the claims number shown on **your agreement schedule**. **HomeServe** may try to resolve the issue for **you** straight away by talking **you** through a simple set of fault finding questions to fix the issue over the telephone. If this is not possible, **we** will arrange for the incident to be dealt with in accordance with the terms and conditions of **your agreement**.
2. 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.**
3. Please have **your agreement number** ready when **you** call. The engineer may also ask to see **your agreement schedule** when he/she arrives at **your property**.
4. If **you** have an excess on any **product(s)** within **your agreement**, **you** will have to pay the amount detailed on **your agreement schedule** in respect of those **product(s)** every time **you** make a 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, Maestro, Visa or Visa Delta. Each insurance **product** has its own **claims limit**. In the event that a single incident leads to a claim under more than one **product** **you** will need to pay only the highest of the excess amounts. 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 engineer does not start work under the claim due to the incident not being covered by **your agreement**. If **your agreement** includes boiler cover, in the event **your** boiler is deemed Beyond Economical Repair (BER) or parts required to fix the problem are obsolete, **your** excess payment will not be refunded.
5. Please be aware that **you** cannot make a claim under **your agreement** for a specific **product** during its **exclusion period**. If applicable, the **exclusion period(s)** relevant to **your product(s)** are set out within **your** latest **agreement schedule**.

6. If **your** incident is an emergency (including internal leaks which cannot be controlled, **you** are totally without electricity or **your property** is unsafe), **your** claim will be given priority, otherwise an appointment will be made

#### **How long is my agreement for?**

This **agreement** is a 12 month contract and will continue for the **agreement term** shown on **your** current **agreement schedule**, unless it is cancelled by **you** or **us** before then. At the end of each **agreement term** **we** may offer to renew this **agreement** for a further year. Both **you** and **we** have certain rights to cancel **your agreement**, and these are set out below.

#### **How can the agreement be cancelled?**

If **you** wish to cancel **your agreement**; **you** (the person(s) named on the **agreement schedule**) or an authorised representative, must contact **us** by calling the customer service number or writing to **us** at our **freepost address**. You may cancel **your agreement** at anytime and choose an appropriate cancellation date.

If **you** are a monthly payer, upon cancellation, **we** will ask **you** to choose an appropriate cancellation date to ensure any owed **premium** payment can be collected. Claims can continue to be made until the cancellation date chosen.

#### **Refunds and Payments upon cancellation**

Depending on when **you** cancel and whether **you** have made an insurance claim or received any **non-insured service(s)**, any refund of **premium** paid to **you** or **premium** owed by **you** may be calculated as follows:

##### **Insurance premium**

Within **your cancellation period**:

- If **you** have not made a claim, **you** will receive a full refund;
- If **you** have made a claim, **you** will receive a refund less an amount for the number of days **you** have been on cover.

Outside **your cancellation period**:

- If **you** have not made a claim, **you** will receive a refund less an amount for the number of days **you** have been on cover;
- If **you** have made a claim, **you** will not receive a refund and must pay any remaining **insurance premium** due for the term of the **agreement**.

##### **Non-insured service(s) premium**

- In addition to the above, if **you** have received a **non-insured service**, **you** must pay for this in full.

#### **When can HomeServe cancel the agreement?**

**HomeServe** may cancel **your agreement** (or remove any **product(s)** from **your agreement**) on behalf of the **underwriter** where there is a valid reason for doing so by giving **you** at least 7 days' notice in writing to the last address provided to **us**. Examples of valid reasons include:

- Non payment of **premium**. If **you** fail to make a payment of **premium** on the due date, **your agreement** will be suspended and **you** will not be able to make a claim. **We** will notify **you** in writing within 5 working days of the date on which **your premium** 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 agreement** 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 agreement** whilst **your** coverage is suspended, **you** will be required to pay any outstanding **premiums** before an engineer visits **your property**. When **your agreement** is cancelled **you** will need to pay any outstanding **premium** to **us**.
- Where **we** reasonably suspect fraud or where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "What Information and Changes do I need to tell **you** about?" section in these terms and conditions.
- **You** use threatening or abusive behaviour towards our engineers or staff or attending **your property** represents a health and safety risk to our staff.

**HomeServe** may also cancel **your agreement** (or remove any **product(s)** from **your agreement**) on behalf of the **underwriter** in the following circumstances:

- **You** are no longer eligible for the insurance provided under the **agreement** (please see "Eligibility" section for further details).
- If the boiler health check has not been booked or completed within the first 90 days of taking out a boiler **product** or the date **you** change address. If **you** only have cover for **your** boiler **we** will provide a refund. If **your agreement** provides cover for **products** other than **your** boiler, **we** will remove the boiler **product** and adjust **your premiums** accordingly.

#### **How do I add or remove a product in my agreement?**

If **you** wish to add or remove any **product(s)** in **your agreement** during **your agreement term** **you** can do this by contacting **us** on the Customer services number. **We** will send **you** an updated **agreement schedule** setting out all of **your products**, **premium**, **cancellation periods**, and, where applicable, excess amounts and **exclusion periods**.

If **you** add a **product** to **your agreement**, **you** will receive a separate **cancellation period** for that additional **product** only. The **cancellation period** will be detailed in **your** revised **agreement schedule**.

**We** will arrange it so that any new **products** renew at the same time as **your** existing **product(s)**. **We** will also update **your payment schedule** at the same time. Payment for any new **products** will be added to **your** existing payment arrangements.

There may be certain circumstances whereby **you** will not be able to amend **your agreement** or add a **product** in the way described above and **you** will receive a terms and conditions document which differs to this document or those **you** have previously seen. In these instances, **we** may wish, at a later date, to consolidate these separate terms back into one **agreement**. In such circumstances **we** reserve the right to cancel one or more of **your** existing **products** and to transfer **you** to a new **agreement**. If **you** do not agree to this please let **us** know by calling the Customer services number shown on **your agreement schedule**.

If **you** remove a **product** from **your agreement** within the **cancellation period** and **you** have not made a claim **you** will be entitled to a full refund for the **product** removed. Otherwise **you** will be required to pay a proportion of the **premium** for the days on cover and **your premium** will be recalculated from the date the **product** is removed.

If **you** pay by monthly direct debit **we** will change **your** future payments to take account of any refunds due or **premium** owed. If **you** are an annual or quarterly payer, **you** will receive a one-off payment for any refund due.

### **What information and changes do I need to tell you about?**

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your agreement**. If the information provided by **you** is not complete and accurate **we** may cancel **your agreement** and/or decline any claim. Therefore; please tell **us** immediately about the following changes:

- If **you** change address or no longer own the **property**;
- If **you** use of the **property** changes which means **you** would no longer meet the eligibility criteria for this **agreement** (please see 'Eligibility' and 'Boiler Health Check' sections for further details).
- If **you** change the boiler or system in **your property**.

If **you** are in any doubt, please contact **us** on the customer services number, or write to **us** at the **Freepost address**. When **you** inform **us** of a change, **we** will tell **you** how it affects **your agreement**.

If **you** change address and **you** have an **agreement** that includes boiler cover **we** will organise for a Boiler Health Check to take place at **your new property**, please refer to the 'Boiler eligibility and Boiler Health Check' section of this document. If the boiler in **your new property** passes the boiler health check, the section "Obsolete Parts and BER - first 6 months" will apply from the date **your** boiler product was transferred to **your new property**. If **your agreement** covers multiple **products**, cover will continue uninterrupted for all other non boiler **products**.

### **How do I renew?**

**We** will contact **you** in writing before **your agreement** expires to arrange your renewal. At the same time **we** will review **your agreement** and advise **you** of the **premium** for the next year, along with any changes to **your** terms and conditions. **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 **agreement** and **we** will inform **you** before **your agreement** expires if **we** choose to do so. If **you** do not wish to renew **your agreement** please give **us** a call on the customer services number.

### **How can I complain?**

Only the person named on the **agreement schedule** or an authorised representative can make a formal complaint. If **you** wish to register a complaint, please write to **us** at the **Freepost address** or contact **us** by telephone on the customer services number. 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 write to **you**. If **you** cannot settle **your** complaint with **us**, providing it doesn't relate to any non insurance **product** under **your agreement** **you** may be entitled to refer it to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). **We** will give **you** the information **you** need to refer **your** complaint.

## **B. PRODUCT COVERAGE - INSURANCE PRODUCTS**

The following sections only apply to you if the product appears on your current agreement schedule

### **PLUMBING AND DRAINAGE**

#### **Cover Definitions**

If your property is a flat, any issues relating to the external drainage and/or external water supply, will only be covered if you are solely responsible for maintaining it. Any issues within communal areas are not covered.

**Plumbing and/or drainage:** The water pipework, stop taps, water tanks, drainage (internal and external) and waste pipes within **your property** for which **you** are legally responsible.

**Water supply pipe:** The freshwater pipe within **your property**, where **you** are responsible for its repair; that part of the pipe between the mains water supply and **your property's** internal stop tap.

**Temporary reinstatement:** The re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

**Permanent reinstatement:** Repairs required to re-instate (put right) the damage caused by any excavations necessary to access the water supply pipe. This includes the reinstatement of tarmac, concrete, block paving and lawns.

Please note, an exact match to the existing surface cannot be guaranteed and **we** will only reinstate the area that is damaged. Where **we** are able to carry out reinstatement work this will be part of the regular **claims limit** amount. **We** use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces; however if the reinstatement requires non-standard construction materials and/or methods and skills **we** will make the ground safe and reimburse to **you** the reasonable costs **you** have to pay for reinstatement up to the **claims limit**, provided **you** can provide appropriate receipts. To allow for settlement of the ground following excavations, the permanent reinstatement works may not be carried out immediately.

#### **What is Covered?**

**Plumbing and Drainage:** **You** are covered for incidents relating to **your** plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blocked drains; restoring toilet facilities, repairs to leaking overflows and investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear or repair a damaged section of drain which is leaking or causing a permanent blockage. This will include the temporary reinstatement of any excavations carried out as part of the claim.

**Water Supply Pipe:** **You** are covered for a leak or blockage in **your** water supply pipe. An engineer will locate the problem and repair, unblock or replace the section of the pipe that is damaged. This will include the permanent reinstatement of any excavations carried out as part of the claim.

**Taps (only covered where specifically included as a section within the agreement schedule):** Repair or replacement of seized, dripping or broken taps.

#### Examples of claims covered

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>✓ Repairs to leaking pipes or joints</li><li>✓ Repairs to a non flushing toilet</li><li>✓ Repairs to washing machine and dishwasher hot and cold water inlet flexible pipes</li><li>✓ Unblocking of a waste or rainwater drain</li><li>✓ Repairs to a leaking soil vent pipes</li><li>✓ Repairs to a leaking and/or seized internal stop tap</li></ul> | <ul style="list-style-type: none"><li>✓ Repairs to a water leak from central heating pipes, radiator valves and control valves</li><li>✓ Clearance of a blocked sink, toilet or waste pipe</li><li>✓ Repairs to leaking overflow pipes</li><li>✓ Repairs to a blocked or leaking drainage pipe</li><li>✓ Repairing a leaking and/or blocked water supply pipe</li><li>✓ Drain and isolate a leaking hot water cylinder/radiator</li></ul> |
|--|---|

<p><b>What isn't Covered?</b> (see also the General Exclusions)  <b>These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.</b></p> <ul style="list-style-type: none"> <li>a) no hot water due to a <b>breakdown</b> of a water heater, a boiler or a central heating component;</li> <li>b) frozen pipes which have not resulted in a leak or permanent blockage;</li> <li>c) showers including the shower unit, controls, outlet or shower head;</li> <li>d) domestic appliances;</li> <li>e) replacement of sanitary ware (e.g. basins and toilet bowls);</li> <li>f) replacement of radiators, hot water cylinders (and their unique and integrated components) and central heating control valves (unless changing the valve is necessary to stop a leak);</li> <li>g) any costs of water lost during a leak;</li> <li>h) quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;</li> <li>i) external guttering, rainwater downpipes and soakaways;</li> <li>j) drains/sewers that <b>you</b> do not have sole responsibility for (including shared drains within <b>your property</b>;</li> </ul>	<ul style="list-style-type: none"> <li>k) drain clearance if the design of <b>your</b> drainage system does not allow access by our engineers (e.g. via a manhole);</li> <li>l) the external stop valve connection to the water mains supply (because it is the water company's responsibility);</li> <li>m) any dripping, broken or seized taps (unless shown as a section of cover in the <b>agreement schedule</b>);</li> <li>n) where there is no evidence of a blockage, a leak or damage;</li> <li>o) costs which exceed the fair share of the cost of any work undertaken by <b>us</b> under the terms of <b>your agreement</b> on a water supply pipe outside the boundary of <b>your property</b> where <b>you</b> share legal responsibility for the water supply pipe with any third party(ies). The fair share will be calculated as the total cost of the work divided by the number of parties (including <b>you</b>) that are responsible for the water supply pipe and benefit from the repair. Work will not commence until all parties agree to the work and have given their consent to pay their fair share.</li> </ul>
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## ELECTRICS

### 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.

**Electrical emergency and breakdown:** an emergency caused by, or **breakdown** of, the domestic electrical wiring.

**Domestic electrical wiring:** the permanent 240 volt electrical supply system within the **property**, (including detached outbuildings, garages, sheds, greenhouses and non-permanent structures), beyond (but not including) the electricity company's supply meter and supplying electrical power including wall sockets, switches, light bulb sockets, isolation switches and fuse boxes.

<p><b>What is Covered?</b> You are covered for an electrical emergency and <b>breakdown</b> of the domestic electrical wiring, including permanent damage caused by a power cut.</p>	
<p>Examples of claims covered</p> <ul style="list-style-type: none"> <li>✓ Failure of the electrical wiring as a result of a DIY accident</li> <li>✓ Lost power to a circuit</li> <li>✓ Failed security lighting and garden lighting</li> <li>✓ Failed wiring to a shower unit</li> <li>✓ Failed wiring connected to <b>your property</b> for the following appliances: <ul style="list-style-type: none"> <li>i. Burglar alarms and smoke detectors</li> <li>ii. Doorbells and electrical gates/garage doors</li> <li>iii. Air conditioning units</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ <b>Breakdown</b> of a fuse box</li> <li>✓ Failed or broken electrical switch</li> <li>✓ Failed light bulb socket</li> <li>✓ Failed wiring to an immersion heater and a <b>breakdown</b> of the immersion heater unit itself</li> <li>✓ Permanent damage to the domestic electrical wiring caused by a power cut</li> </ul>
<p><b>What isn't Covered?</b> (see also the General Exclusions)  <b>These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.</b></p> <ul style="list-style-type: none"> <li>a) A power cut to the <b>property</b> that has not caused permanent damage;</li> <li>b) The resetting of circuit breakers, which can be reset by <b>you</b>;</li> <li>c) Any appliances and wiring forming part of the appliance e.g. washing machines, kettles, or any wiring/electrics beyond a cooker isolation switch;</li> <li>d) Any wiring/electrics outside of the <b>property</b> which are buried below ground level;</li> <li>e) Any wiring that does not form part of the permanent 240 volt electrical supply system e.g. central heating control wires, satellite dishes, radio/television aerials and their fittings/masts and telephones and their associated wiring;</li> </ul>	<ul style="list-style-type: none"> <li>f) Routine electrical maintenance tasks including: <ul style="list-style-type: none"> <li>i. Replacing light bulbs, fluorescent tubes and decorative light fittings,</li> <li>ii. Replacing fuses in plugs,</li> <li>iii. Adjusting timer/temperature control of heaters or Economy 7 timer switches,</li> <li>iv. Fully rewiring <b>your property</b>;</li> </ul> </li> <li>g) The shower unit;</li> <li>h) Portable or fixed electrical heating systems or energy efficiency management systems;</li> <li>i) Repairing or replacing wiring encased in rubber or lead</li> <li>j) Any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standard BS7671:2008 - Requirements for Electrical Installations (incorporating amendment 3:2015).</li> </ul>

## BOILER

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

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:** The boiler (with total power input of less than 70KW), includes the isolation valve, all manufacturer's fitted components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls, chimney structure/flue and expansion cistern.

**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):** 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 BER.

**Obsolete parts:** HomeServe use 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 our stockists or that parts may be

available but will take longer than 28 days to source, **HomeServe** will not be able to complete **your** repair. Please refer to Obsolete parts and BER section for details of what **we** will do in these situations.

<p><b>What is Covered?</b> A leak within or <b>breakdown</b> of <b>your</b> boiler and/or a leak in <b>your</b> gas supply pipe. Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the relevant part or parts of <b>your</b> boiler and/or <b>your</b> gas supply pipe.</p>	
<p>Examples of claims covered</p> <ul style="list-style-type: none"> <li>✓ <b>Breakdown</b> of the boiler</li> <li>✓ Replace heat exchanger</li> <li>✓ Repair/replacement of a leaking gas supply pipe</li> <li>✓ Repair/replacement of a leaking gas supply hose connecting to a gas cooker</li> </ul>	<ul style="list-style-type: none"> <li>✓ Replace boiler zone valve</li> <li>✓ Attempts to repair boilers which make an excessive noise.</li> </ul>
<p><b>Additional Claims:</b> Repairing or replacing any number of part(s) for a single reported problem is considered as one claim. If other faults exist or are found which are in a separate part of <b>your</b> system and are not related to the problem <b>you</b> reported an additional claim will need to be made for this repair to be completed</p> <p><b>Temporary heaters:</b> <b>We</b> will deliver two temporary electrical heaters to <b>your</b> home, in the event that <b>we</b> are unable to attend within the same day or next day of <b>your</b> claim being raised. The heaters will not need to be returned to <b>us</b>. Any and all costs relating to the use of the heaters are not covered by <b>us</b> or the underwriter. Please bear in mind that these heaters are only temporary and should not be used as a permanent source of heating.</p> <p><b>Permanent reinstatement:</b> Under gas supply pipe repairs, <b>we</b> will reinstate any hard flooring or plasterwork, within the <b>claims limit</b>. However, this will not include reinstating or replacing floor coverings, fixtures or fittings to their original standards.</p> <p><b>Re-routing:</b> If <b>we</b> need to re-route <b>your</b> gas supply pipe as part of the repair, in addition to our engineer's best judgement, the most cost effective route to re-establish <b>your</b> gas supply in accordance with Gas Safety (Installation and Use) Regulations will be taken</p>	
<p><b>What isn't Covered?</b> (see also the General Exclusions) <b>These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.</b></p> <ul style="list-style-type: none"> <li>a) For new Customers only: boilers that require specialist work such as; Ideal Istor, Chaffoteaux Britany Combi, Servowarm: Savannah, Select, Sorrento, Supreme, XLF, Saxon and Elite models, all Gledhill and Ferroli models;</li> <li>b) Elson tanks, thermal storage units (e.g. Gledhill Boilermate and or Potterton Powermax and HE models) or their controls;</li> <li>c) 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;</li> <li>d) separate gas heaters providing hot water;</li> <li>e) LPG gas/oil systems;</li> <li>f) warm air heating system;</li> <li>g) under floor heating and its associated pumps and controls;</li> <li>h) fan convactor heating;</li> <li>i) heated towel rails;</li> <li>j) dual-purpose boilers (e.g. AGA, Rayburn);</li> <li>k) combined heat and power systems;</li> <li>l) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;</li> </ul>	<ul style="list-style-type: none"> <li>m) any other gas appliance (with the exception of gas fires forming part of a back boiler);</li> <li>n) a <b>breakdown</b> when an engineer has previously identified that remedial /maintenance work is required to prevent a future <b>breakdown</b>;</li> <li>o) any part of the boiler which is not possible for the engineer to work on safely;</li> <li>p) 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;</li> <li>q) frozen pipes within the system which have not resulted in a leak or permanent blockage;</li> <li>r) adjustment of timing and temperature controls;</li> <li>s) repairing or a like for like replacement of internet connected controls, thermostats &amp; valves. In the event that a replacement is required to resolve a <b>breakdown</b>, our choice of parts will be fitted;</li> <li>t) solid fuel heating systems;</li> <li>u) electrical heating systems;</li> <li>v) the gas supply pipe before the meter (because it is the responsibility of the National Grid) ;</li> <li>w) Gas supply pipework that is more than 35mm in diameter and/or made of steel</li> <li>x) any appliance connected to the gas supply pipe</li> </ul>
<p><b>Obsolete parts and BER - first 6 months</b> – If upon making a claim during the first 6 months of adding a boiler product to <b>your</b> agreement, <b>your</b> boiler is deemed to be BER or the parts required to fix <b>your</b> boiler are obsolete, this <b>product</b> will be removed from <b>your</b> agreement. <b>Your premium</b> will be adjusted accordingly and a proportionate refund (calculated daily), will be given with respect to any annual and quarterly payments that have been made in advance. If <b>your premium</b> is paid monthly <b>you</b> will not receive any refund and the new <b>premium</b> shall take effect from <b>your</b> next monthly payment. If this is <b>your</b> only <b>product</b>, this <b>agreement</b> will be cancelled.</p> <p><b>Obsolete parts and BER - after 6 months</b> – If upon making a claim after the first 6 months of adding a boiler <b>product</b> to <b>your</b> agreement, <b>your</b> boiler is deemed to be BER or the parts required to fix <b>your</b> boiler are obsolete and the boiler is less than 7 years old, <b>we</b> will source, replace and install a new boiler. If the boiler is deemed beyond economical repair and is 7 years or older, <b>we</b> will source, replace and install a new boiler but <b>you</b> will be required to pay the installation costs. <b>We</b> will provide for <b>you</b>, a quote for this work. The new boiler will provide the same heating and hot water requirements as <b>your</b> existing boiler and will match <b>your</b> existing type of boiler e.g. a combination boiler will be replaced with a combination boiler and a 'heat only' boiler will be replaced with a 'heat only' boiler. The boiler will be a modern boiler of a sufficient size for <b>your</b> property. It will not be like for like replacement of the existing boiler and <b>we</b> cannot guarantee that the replacement boiler will be fitted in the same place. Replacements will meet all current statutory requirements and system upgrade costs are not included.</p> <p>If <b>we</b> are unable to contact <b>you</b> about replacing <b>your</b> boiler <b>we</b> will write to <b>you</b>, giving <b>you</b> 14 days to contact <b>us</b> to advise <b>us</b> if <b>you</b> wish to proceed with a replacement boiler and installation with <b>HomeServe</b>. Once <b>your</b> boiler has been deemed to be BER or the parts required to fix <b>your</b> boiler are obsolete, whether it has been replaced or not, this <b>product</b> will be removed from <b>your</b> agreement. <b>Your premium</b> will be adjusted accordingly and a proportionate refund (calculated daily) will be given with respect to any annual and quarterly payments that have been made in advance. If <b>your premium</b> is paid monthly <b>you</b> will not receive any refund and the new <b>premium</b> shall take effect from <b>your</b> next monthly payment. If this is <b>your</b> only <b>product</b>, this <b>agreement</b> will be cancelled.</p> <p><b>Maintenance work</b> - The engineer, when dealing with <b>your</b> boiler may complete the repair but diagnose that additional maintenance work is required to <b>your</b> boiler in order to prevent a future <b>breakdown</b>. For example; maintenance work can include circumstances where there is a build up of sludge/scale/rust resulting in <b>your</b> boiler needing cleaning. As this maintenance work is not covered under this <b>product</b>, it is <b>your</b> responsibility to have it completed. <b>We</b> will notify <b>you</b> and confirm by letter that this work needs to be completed. Until the maintenance work is carried out <b>we</b> will be unable to offer any cover for the affected part of <b>your</b> boiler. To avoid <b>you</b> paying for cover <b>you</b> no longer have, <b>you</b> should get this maintenance work completed as soon as possible. Please provide <b>us</b> with evidence in writing of the work having been completed in order for <b>us</b> to reinstate <b>your</b> cover.</p>	

## HEATING SYSTEM

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

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.

**Heating System:** The heating system includes components that are situated outside of the boiler but within a central heating system. This includes a central heating pump, feed and expansion cistern, motorised valves, thermostat, timer, temperature and pressure controls and chimney structure/flue. Radiators, radiator valves and interconnecting pipework are also covered. If applicable, the hot water cylinder, controls and the immersion heater are covered.

**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)).

<p><b>What is Covered?</b> A leak or <b>breakdown</b> of a component within <b>your</b> heating system and/or a leak in <b>your</b> gas supply pipe. Claims will be dealt with by a qualified engineer who will repair or replace the relevant part or parts of <b>your</b> heating system and/or <b>your</b> gas supply pipe.</p>	
<p>Examples of claims covered</p> <ul style="list-style-type: none"> <li>✓ Repair/replacement of a leaking water tank or cylinder</li> <li>✓ Repair/replacement of a heating system pump</li> <li>✓ Repair/replacement of radiators or radiator valves</li> <li>✓ Replace zone valve</li> <li>✓ Repair/replacement of a leaking gas supply pipe</li> </ul>	<ul style="list-style-type: none"> <li>✓ Repair/replacement of central heating controls (not part of the boiler)</li> <li>✓ Repair/replacement of an immersion heater</li> <li>✓ Repair/replacement of a gas supply hose connecting to a gas cooker</li> </ul>
<p><b>Additional Claims</b> - Repairing or replacing any number of part(s) for a single reported problem is considered as one claim. If other faults exist or are found which are in a separate part of <b>your</b> system and are not related to the problem <b>you</b> reported an additional claim will need to be made for this repair to be completed.</p> <p><b>Permanent reinstatement:</b> Under gas pipe supply repairs, <b>we</b> will reinstate any hard flooring or plasterwork, within the <b>claims limit</b>. However, this will not include reinstating or replacing floor coverings, fixtures or fittings to their original standards.</p> <p><b>Re-routing:</b> If <b>we</b> need to re-route <b>your</b> gas supply pipe as part of the repair, in addition to our engineer's best judgement, the most cost effective route to re-establish <b>your</b> gas supply in accordance with Gas Safety (Installation and Use) Regulations will be taken.</p>	
<p><b>What isn't Covered?</b> (see also the General Exclusions) <b>These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.</b></p> <ul style="list-style-type: none"> <li>a) a <b>breakdown</b> of the boiler and controls or the components within it</li> <li>b) Elson tanks, thermal storage units (e.g. Gledhill Boilermate) or their controls;</li> <li>c) warm air heating system;</li> <li>d) under floor heating and its associated pumps and controls;</li> <li>e) fan convactor heating;</li> <li>f) heated towel rails;</li> <li>g) combined heat and power systems;</li> <li>h) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;</li> <li>i) any gas appliance;</li> <li>j) a <b>breakdown</b> when an engineer has previously identified that remedial /maintenance work is required to prevent future <b>breakdowns</b>;</li> <li>k) any part of the heating system which is not possible for the engineer to work on safely;</li> </ul>	<ul style="list-style-type: none"> <li>l) parts of the system where it is impossible or impractical to access because of its position such as the item is inaccessible due to the installation of fitted units;</li> <li>m) frozen pipes within the system which have not resulted in a leak or permanent blockage;</li> <li>n) adjustment of timing and temperature controls;</li> <li>o) venting of radiators;</li> <li>p) repairing or a like for like replacement of a non-standard radiator (e.g. cast-iron, decorative, customised, or those which curve with the profile of a wall);</li> <li>q) repairing or a like for like replacement of an internet connected controls, thermostats &amp; valves. In the event that a replacement is required to resolve a <b>breakdown</b>, our choice of parts will be fitted;</li> <li>r) solid fuel heating systems;</li> <li>s) electrical heating systems;</li> <li>t) gas supply pipework that is more than 35mm in diameter and/or made of steel;</li> <li>u) the gas supply pipe before the meter (because it is the responsibility of the National Grid)</li> <li>v) any appliance connected to the gas supply pipe.</li> </ul>
<p><b>Maintenance work</b> - The engineer, when dealing with <b>your</b> heating system may complete the repair but diagnose that additional maintenance work is required to <b>your</b> heating system in order to prevent a future <b>breakdown</b>. For example; maintenance work can include circumstances where there is a build up of sludge/scale/rust resulting in <b>your</b> heating system needing cleaning. As this maintenance work is not covered under this <b>agreement</b>, it is <b>your</b> responsibility to have it completed.</p>	

## SECURITY

### 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.

**Security incidents:** Damage to roofing, external windows, external doors, locks or lost keys, affecting the main home in **your** property.

<p><b>What is Covered?</b> <b>You</b> are covered for security incidents affecting <b>your</b> flat or main house within <b>your</b> property. <b>We</b> will help <b>you</b> gain access if <b>you</b> are locked out or if <b>you</b> lose <b>your</b> keys. <b>We</b> will provide a repair or replacement of broken locks for external windows or doors, board up broken windows and doors and a temporary repair to protect roofing.</p>	
<p>Examples of claims covered</p> <ul style="list-style-type: none"> <li>✓ Creating emergency access if <b>you</b> are locked out of <b>your</b> property</li> <li>✓ Repair/replacement of locks and keys where the key is snapped in the lock or <b>you</b> have lost the keys needed to secure the <b>property</b> (and <b>you</b> do not have access to another set)</li> </ul>	<ul style="list-style-type: none"> <li>✓ Boarding up a broken window or door</li> <li>✓ Repair/replacement of broken locks for external windows and doors which secure <b>your</b> property</li> <li>✓ Repair of an attached garage door to make the <b>property</b> secure</li> <li>✓ Use of tarpaulin to protect the <b>property</b> in the event of damaged roofing.</li> </ul>

<p><b>What isn't Covered?</b> (See also General Exclusions)  <b>These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.</b>  a) security incidents affecting any other building that is not <b>your</b> flat or main house, such as; detached outbuildings, detached garages, greenhouses and sheds;</p>	b) replacing locks or lost keys if <b>you</b> have access to another set of keys; c) replacing a garage door or repair/replacement of the electrical unit powering a garage door; d) internal doors (and windows) which do not secure the <b>property</b> ; e) more than one set of keys where <b>your</b> lock has been replaced;
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## PEST

### 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.

**Pest(s):** Brown or black rats, house or field mice and wasps' or hornet's nests in **your** flat or main house within **your property** (including an attached garage/outbuilding) and wasps' or hornets' nests in **your** private garden (including a detached garage/outbuilding).

<p><b>What is Covered?</b>  <b>We will remove or treat a pest(s) problem</b></p>	
<p>Examples of claims covered  ✓ Removal or treatment of pest(s) such as rats or mice in the main home of <b>your property</b> or an attached garage/outbuilding</p>	✓ Removal or treatment of a wasp or hornets' nest from the main home, private garden, outbuilding or garage
<p><b>What isn't Covered?</b> (See also General Exclusions)  <b>These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.</b></p>	
<p>a) any pest(s) other than rats and mice and wasp/hornets' nests;  b) rats &amp;/or mice in the garden, detached garages and outbuildings;</p>	c) any pest infestation where <b>you</b> have not taken reasonable hygiene measures to prevent a pest contamination, where recommendations have previously been made by <b>us</b> ; d) any damage caused by pests; e) any claims where <b>you</b> have not given reasonable access to the engineer to apply appropriate treatments.

## NON INSURANCE

## BOILER SERVICE

**Your agreement** may include provision for a Boiler Service by **HomeServe**. The Boiler Service will be completed in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer's instructions for **your** boiler. Please make sure that **you** have the manufacturer's instructions available for the engineer when he/she attends.

<p><b>What is included?</b></p> <ul style="list-style-type: none"> <li>✓ A full inspection of the entire chimney structure (more commonly known as the flue).</li> <li>✓ Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger</li> <li>✓ Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes</li> <li>✓ Checking the integrity of all seals and gaskets</li> <li>✓ Ensure that any condensate traps and drains are free from debris (this does not include sludge / scale / rust within the system)</li> <li>✓ Testing the appliance in accordance with the manufacturer's instruction to ensure: <ul style="list-style-type: none"> <li>- The heat input and/or operating pressure are correct</li> <li>- The effectiveness of the flue</li> <li>- That all ventilation requirements are to current standards</li> <li>- The correct operation of all safety devices and that the boiler is safe for continuous use</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ A final combustion analysis and measurement against tolerances set by the manufacturer's instructions</li> <li>✓ A test of all disturbed gas connections</li> <li>✓ Carry out functional testing of heating and hot water</li> <li>✓ A visual inspection of any other encountered gas appliances</li> <li>✓ Written notification of any gas safety defects which may affect the safe operation of <b>your</b> appliances</li> <li>✓ An assessment of <b>your</b> current heating controls and best practice advice regarding energy efficiency</li> <li>✓ The servicing of a system filter (if there is already one in place).  <b>We will however not repair or replace a system filter.</b></li> </ul>
<p><b>What isn't Included?</b>  a) Any maintenance or remedial work that is not part of the boiler service;  b) A test of the gas installation pipe work, unless there is a known or suspected escape of gas.</p>	
<p>If during <b>your</b> Boiler Service the <b>engineer</b> identifies a fault, <b>we</b> will carry out a repair if <b>you</b> have insurance with <b>us</b>, provided it is covered under the terms and conditions. If maintenance work is identified <b>HomeServe</b> will advise <b>you</b> and this will need to be rectified at <b>your</b> cost. Where safety defects are identified, the current Gas Industry Unsafe Situation Procedure will be followed. This may mean that the boiler cannot be used until the issues are rectified.</p>	
<p><b>When will my Boiler Service happen?</b>  When <b>your</b> Gas Boiler Service is due, 3 attempts will be made to contact <b>you</b> to arrange the service. If <b>HomeServe</b> are not able to contact <b>you</b> and therefore cannot complete <b>your</b> Gas Boiler Service, <b>you</b> will not be eligible for a refund of the Gas Boiler Service element of <b>your</b> cover. <b>You</b> can however contact <b>HomeServe</b> to arrange the service within the remaining period of cover.</p>	

## C. IMPORTANT INFORMATION

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### General Definitions

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

**Agreement:** These terms and conditions together with **your** latest **agreement schedule** which govern the relationship between **you** and the **underwriter** (and **HomeServe**, if applicable).

**Agreement Number:** **Your agreement number** stated on **your agreement schedule**.

**Agreement Schedule:** The document(s) that shows which **product(s)** **you** have with **us** and the **underwriter**, the **agreement term**, the **cancellation period(s)**, **exclusion period(s)** and any excess payments applicable.

**Agreement Start Date:** The date on which **your agreement** starts, as set out in **your** latest **agreement schedule**.

**Agreement Term:** The term of **your agreement** as stated on **your** latest **agreement schedule**.

**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 (including **your** statutory 14 days "cooling off" period), after **your agreement start date** (or after which **you** add a new **product**), during which **you** can cancel **your agreement** (or remove a **product**, as applicable) and receive a refund. This is shown on **your agreement schedule**.

**Claims limit:** The maximum amount that the **underwriter** will pay for each claim as set out in the relevant **product coverage** as shown in **your agreement schedule**. Any **claims limit** referred to includes labour, materials and VAT, as applicable.

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

**Exclusion period(s):** **Your product(s)** may have initial periods when **you** are not able to make a claim. The date from which **you** are able to make a claim is shown on **your agreement schedule**. Providing **you** renew **your agreement** before the expiry of **your agreement term**, there will be no **exclusion period(s)** at renewal.

**FCA:** Financial Conduct Authority

**Freepost Address:** RLYC-LXAL-GEEH, Customer Admin Department, **HomeServe** Membership Limited, 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 **agreement**.

**Insurance premium:** The amount **you** pay for the insurance contract between **you** and the **Underwriter**, including any applicable **insurance premium** tax and administration fees, as set out in **your payment schedule**.

**Non-insured service(s) premium:** The amount **you** pay **HomeServe** for any **non-insured service(s)**, including any applicable VAT and administration fees, as set out in **your payment schedule**.

**Payment Schedule:** The schedule which sets out the amount, frequency and method of payment under **your agreement**.

**Premium:** The total amount **you** pay, consisting of a sum for the insurance and **non-insured service(s) premium**, including all applicable tax and administration fees.

**Product(s):** Any insurance **product(s)** and/or non insurance **product(s)** available under these terms and conditions.

**Product Coverage:** The cover provided by the **product(s)** available, as set out in these terms and conditions under the "What is covered?" headings in Section B.

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

**Underwriter:** The company who provide the insurance cover for any insurance **product(s)** under **your agreement**, currently Aviva Insurance Limited who 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)

**We/us/our:** **HomeServe** (on behalf of the **Underwriter**, in the administration of **your agreement**) its authorised agents and engineers, unless otherwise stated.

**You/your:** The person(s) named on the **agreement schedule**.

### General Exclusions

These exclusions apply to all insurance **product** sections of **your agreement**. **We** will not pay for:

- a) any item not forming part of **your** coverage as detailed in 'What is Covered?';
- b) any event, loss or damage arising from circumstances known to **you** before **your agreement start date**;
- c) 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 **us**;
- d) any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this **agreement** other than those direct costs expressly covered by this **agreement**, 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;
- e) 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) 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;
- h) 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 **agreement**, which does not comply with British Standards;
- i) the costs of any work carried out by **you** or persons not authorised by **us** in advance;
- j) like for like replacement of parts with the same design and 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;
- k) normal day-to-day maintenance of the items covered by **your agreement** at **your property**, for which **you** are responsible;
- l) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- 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 or damage 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;
- q) any issues **you** do not have sole responsibility for if **your property** is a flat such as; service duct and communal areas;
- r) the following are not covered:
- i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves;
  - ii. water softeners;
  - iii. waste disposal units, macerators;
  - iv. air conditioning units;
  - v. cesspits, septic tanks and any outflow pipes;
  - vi. vacuum drainage systems;
  - vii. swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
  - viii. ground, air and water source heat pump systems;
  - ix. power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time);
- s) any incidents where the root cause of the problem stems from a communal area that **you** do not have sole responsibility for.

## **General Conditions**

These conditions apply to any and all **products you** have under the **agreement**.

### **Our guarantee**

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

### **Promotional Offers**

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

### **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 **your** claim being dealt with promptly.

### **Overlapping cover**

Our aim is to provide **you** with **products** that have the appropriate levels of cover to meet **your** demands and needs. In some instances **we** have felt it appropriate to include elements of cover in more than one **product**. Overlap of some elements may occur where **you** have several different **products** under **your agreement**. In the instances of overlapping cover, **we** will not issue a refund.

### **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 approve while the engineer is at **your property**. Unless stated in the 'What is Covered?' sub-sections of **your product(s) your agreement** 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.

### **Eligibility**

Upon application **you** must confirm **you** are responsible for paying for repairs to the **property**, the type of **property** (e.g. house or flat) and whether it is used as **your** private residence or is rented to others (with **you** being the landlord).

These terms and conditions do not provide cover for mobile or park homes and dedicated full time business premises; such as hotels, multiple room B&Bs, factories, shops, office buildings and pubs. Where the **property** is a flat any communal or service duct areas are not covered.

These terms and conditions are applicable for properties located within the United Kingdom comprising England, Wales, Scotland and Northern Ireland (excluding Isle of Man and the Channel Islands). Please check that **you** do not have cover elsewhere before taking out this cover to avoid overlap with another provider.

The heating system at **your property** must have a total power input of less than 70 KW and gas supply pipes must be 35mm or less in diameter. The system must be fuelled by natural gas (and not LPG, oil or solid fuel). The **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) ground/air source system
- f) solar/thermal power
- g) combined heat and power system
- h) electric boiler
- i) boilers providing hot water and/or heating to a swimming pool(s).

### **Boiler Health Check (BHC):**

If this **agreement** includes a **product** that covers **your** boiler, then **your agreement** includes provision for a Boiler Health Check by **us**, in the first year of **your agreement** (or if **you** change address).

The BHC is a physical check of **your** boiler provided by **HomeServe**. The BHC must be booked or completed within the first 90 days of **your agreement start date** or the date **you** change address. **We** will make reasonable efforts to arrange this with **you**. During the BHC our engineer will check that **your** boiler meets our eligibility criteria, **your** boiler or central heating doesn't have any pre-existing faults and is in good working order. If the BHC fails **we'll** either:

- Tell **you** what needs to be done to fix it – and how much it'll cost if it's a repair **we** can complete
- Remove the boiler product from **your agreement** and adjust **your premiums** accordingly
- Or, cancel **your agreement** if **you** only have cover for **your** boiler and provide a refund.

If **you** need to make a claim before **we've** checked your boiler, **we** will complete the BHC at the same time **we** come out to assess the problem. **We** will not be able to resolve **your** issue if **your** boiler is not on our eligibility criteria or **your** boiler faults that pre-existed the date of **your agreement** application.

**Your** boiler cover will be suspended whilst **you** make arrangements for the fix to be completed. If **you** subsequently provide evidence (within 28 days) that the problem has been fixed **we** will reinstate **your** level of cover or **agreement**.

If the BHC has not been booked or completed within 90 days **we** may amend the level of cover to remove the boiler **product** or cancel the **agreement** to ensure **you** do not pay for cover which will not protect **you** in the event of a claim. This applies to new customers, customers who add a boiler product to their agreement or if **you** move home.

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

This **agreement** is governed by the laws of England and Wales, except where **you** and **we** agree otherwise or where at the date of the **agreement** **you** are resident in Scotland or Northern Ireland, in which case the laws of that country will apply. All correspondence will be in English.

### **Your contract(s) under this agreement**

#### **Your contract with the underwriter**

The cover under **your** insurance **product(s)** is provided by the **underwriter**. You must co-operate with the **underwriter** in obtaining reimbursement of any costs they incur under the terms of **your** cover, which may have been **caused** by the action of a third party, against whom **you** have a legal right of action.

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

1. All cover under these terms and conditions 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 **products** 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** may amend these terms and conditions for legal, 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 agreement** **you** may do so and **we** will follow the procedure as outlined in section A, under the heading 'How can the **agreement** be cancelled or a **product** removed?'.  
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)** to provide the insurance **products** under this **agreement**, to confirm the details of the new **underwriter** and give **you** details of any changes to the terms and conditions of **your agreement**. These changes would be effective upon renewal of **your agreement** from **your new agreement start date**. You hereby authorise **HomeServe** to transfer any personal data to a new **underwriter**, including data defined as 'sensitive personal data' under the applicable data protection laws 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** consent 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 all or in part, the arranging and administering of **your agreement** to confirm the details of the new provider and give **you** details of any changes to the terms and conditions of **your agreement**. These changes would be effective upon renewal of **your agreement** from **your new agreement start date**. You hereby authorise **HomeServe** to transfer any personal data to a new arranger/administrator including data defined as 'sensitive personal data' under the applicable data protection laws and consent to the new arranger/administrator being able to offer continuation of insurance cover to **you**. If at any time **you** wish to withdraw **your** consent to this, please let **HomeServe** know by calling the customer services number.

#### **Your contract with HomeServe**

You have a separate contract with **HomeServe** for any **non-insured services** as set out in **your agreement schedule**.

#### **Compensation Scheme**

Both the **underwriter** 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 on [www.fscs.org.uk](http://www.fscs.org.uk).

#### **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** agreement 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.**