Gas Boiler Breakdown Cover with excess

Terms and Conditions

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This policy provides insurance cover in relation to emergencies and in relation to other domestic incidents. These elements are as follows:
Gas Boiler Breakdown

This policy also provides certain non-insured services. These elements are as follows:
Gas Boiler Service

The Gas Boiler Service is provided under an agreement between you and HomeServe. This service is not regulated and 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.

These terms and conditions and the policy schedule form a 12 month contract of insurance between you and the Underwriter and a separate contract between you and HomeServe to provide the non-insured services set out in your policy schedule. HomeServe will arrange and administer the insurance. 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?

1. If an incident occurs at your property, which is covered by your policy, please call the claims number shown on your policy Schedule. We 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 policy.
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 policy number ready when you call. The engineer may also ask to see your policy schedule when he/she arrives at your property.

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4. If you have a 'with excess' policy, you will have to pay the amount detailed on your policy schedule each 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 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. 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.

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 of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel your policy, and these are set out below under the heading 'how can I cancel my policy'. Our cancellation rights are also set out below under the headings 'How can HomeServe cancel my policy' and 'What if I miss a payment'.

How can I cancel my policy? ⚠

If you wish to cancel your policy; you (as the named policy holder) 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 policy at anytime and choose an appropriate cancellation date. 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 policy.

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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.

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, otherwise you will be given a full refund.

How can HomeServe cancel my policy?

HomeServe may cancel your policy on behalf of the Underwriter in the following circumstances:

1. by giving you at least 7 days' notice in writing to the last address provided to us:
   (a) if you are seriously in breach of the terms of your policy. Examples of a serious breach include: failure to make a payment despite contact from us; submitting a fraudulent claim or if you use threatening or abusive behaviour towards our engineers or staff;
   (b) if you fail to provide accurate and complete information in accordance with the Consumer Insurance (Disclosure and Representations) Act 2012 - please see Consumer Insurance Act later in this document.
2. in any circumstances stated in the Policy Coverage section.
3. If the boiler health check has not been booked or completed within the first 90 days of the policy start date or the date you change address. If you only have cover for your boiler/system we will provide a refund. If your policy provides cover for elements other than your boiler/system, we will remove the boiler/system element of cover and adjust your premiums accordingly.

You may have several policies administered through HomeServe. In the future we may wish to consolidate these separate policies into one agreement. This will not affect your cover or your premiums. In such circumstances we reserve the right to cancel one or more of your existing policies and to transfer you to the new agreement. If you do not agree to this please let HomeServe know by calling the Customer Services number shown on your policy schedule.

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. Please see the "How can HomeServe cancel my policy?" section for your liability to pay any premium to us under the policy. 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 dispatched to your property. When your policy is cancelled, you will need to pay any outstanding premium to us.

What if I change address?

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 as shown on your policy schedule 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 you have a policy that includes gas boiler and/or gas central heating we will organise for a boiler health check to take place at your new property. Please review the 'Boiler Health Check' (BHC) section to understand what this means. 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 policy was transferred to your new property. If you have a policy which covers multiple elements of cover, cover will continue uninterrupted to all non-gas elements.

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. If you do not wish to renew your policy please give us a call on the customer services number shown on your policy schedule before the policy start date.

How can I complain?

Only the named policy holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at Freepost, RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the customer services number shown on your policy schedule. 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-insured service under this policy, you may be entitled to refer it to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). We will give you the information you need to refer your complaint.

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

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

Boiler: the boiler includes the isolation valve, all manufacturer's fitted components within the boiler together with the pump,motorised valves, thermostat, timer, temperature and pressure controls, chimney structure/flue and expansion cistern.

Boiler Health Check: A physical check of your boiler and/or central heating system to ensure it is one for which we are able to provide cover.

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

Beyond Economical Repair (BER) (applies to the boiler only): Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 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 uses reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all HomeServe's 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 section for details of what HomeServe will do in these situations.

What is Covered?

A leak within or breakdown of your boiler and/or a leak in your 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 your boiler and/or your gas supply pipe.

Examples of claims covered: ✓ Replace heat exchanger ✓ Replace boiler zone valve ✓ Attempt to repair boilers which make an excessive noise ✓ Repair/replacement of a leaking gas supply pipe ✓ Repair/replacement of a leaking gas supply hose connecting to a gas cooker	Gas Boiler Breakdown – There is no limit to the amount we will pay for a boiler claim, providing your boiler is not BER – No limit to the number of claims Gas Supply Pipe – We will pay up to £4,000 for a Gas Supply Pipe claim – No limit to the number of claims Response – An appointment will be made

Additional Claims: 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 your system and are not related to the problem you reported an additional claim will need to be made for this repair to be completed.

Temporary heaters: We will deliver two temporary electrical heaters to your home, in the event that we are unable to attend within the same day or next day of your claim being raised. The heaters will not need to be returned to us. Any and all costs relating to the use of the heaters is not covered by us or the underwriter. Please bear in mind that these heaters are only temporary and should not be used as a permanent source of heating.

Permanent reinstatement: Under gas supply repairs, we will reinstate any hard flooring or plasterwork, within the claims limit. However, this will not include reinstating or replacing floor coverings, fixtures or fittings to their original standards.

Re-routing: If we need to re-route your gas supply pipe as part of the repair, in addition to our engineer's best judgement, the most cost effective route to re-establish your gas supply in accordance with Gas Safety (Installation and Use) Regulations will be taken.

Boiler Health Check: (BHC) The BHC is a physical check of your boiler and/or central heating system provided by #AP#.

The BHC must be booked or completed within the first 90 days of your policy 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 don'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/system element of cover from your policy and adjust your premiums accordingly
- Or, cancel your agreement if you only have cover for your boiler/system and provide a refund

If you need to make a claim for your boiler and/or central heating system 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 does not meet our eligibility criteria or your boiler or central heating have faults that pre-existed the date of your policy application.

Your boiler or central heating 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/system element 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 or if you move home.

⚠ **What isn't Covered?** (see also the General Exclusions)

a) For new Customers only: boilers that require specialist work such as; Ideallstor, Chaffoteaux Britany Combi, Servowarm: Savannah, Select, Sorrento,Supreme, XLF, Saxon and Elite models, all Gledhill and Ferroli models;
b) elson tanks, thermal storage units (e.g. Gledhill Boilermate, Potterton Powermax or Potterton Promax Store) or their controls;
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;
d) separate gas heaters providing hot water;
e) LPG gas/oil systems;
f) warm air heating system;
g) under floor heating and its associated pumps and controls;
h) fan convector heating;
i) heated towel rails;
j) dual-purpose boilers (e.g. AGA,Rayburn)
k) combined heat and power systems;
l) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;
m) any other gas appliance (with the exception of gas fires forming part of a back boiler);
n) a breakdown when an engineer has previously identified that remedial/ maintenance work is required to prevent a future breakdown
o) any part of the boiler which is not possible for the engineer to work on safely;
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;
q) frozen pipes within the system which have not resulted in a leak or permanent blockage;
r) adjustment of timing and temperature controls;
s) repairing or a like for like replacement of internet connected controls, thermostats & valves. In the event that a replacement is required to resolve a breakdown, our choice of parts will be fitted;
t) solid fuel heating systems;
u) electrical heating systems;
v) gas supply pipe that is more than 35mm in diameter and/or made of steel;
w) the gas supply pipe before the meter (because it is the responsibility of the National Grid) ;
x) any appliance connected to the gas supply pipe;

⚠ **Obsolete parts** – HomeServe uses reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all 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.

Obsolete parts and BER - first 6 months – If upon making a claim during the first 6 months of cover your boiler is deemed to be BER or the parts required to fix your boiler are obsolete, you will be transferred to a similar policy without cover for your gas boiler. Your premium will be adjusted accordingly and a proportionate refund (calculated daily) in respect of the difference between the premium for your old policy and the premium for your new policy, will be given with respect to any annual and quarterly payments that have been made in advance. If your premium is paid monthly you will not receive any refund and the new premium shall take effect from your next monthly payment. If a similar policy without gas boiler and/or gas central heating is not available, your policy will be cancelled in accordance with the procedure outlined in section A, under the heading 'How can my policy be cancelled?'

Obsolete parts and BER - after 6 months – If upon making a claim after the first 6 months of cover your boiler is deemed to be BER or the parts required to fix your boiler are obsolete and the boiler is less than 7 years old, we will source, replace and install a new boiler. If the boiler is deemed beyond economical repair and is 7 years or older, we will source, replace and install a new boiler but you will be required to pay the installation costs. We will provide for you, a quote for this work. The new boiler will provide the same heating and hot water requirements as your existing boiler and will match your 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 your property. It will not be like for like replacement of the existing boiler and we 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.

If we are unable to contact you once your boiler has been deemed BER, we will write to inform you, giving you 14 days to contact us to advise us if you wish to proceed with a replacement boiler and installation with HomeServe. Once your boiler has been replaced or if you have not contacted us, you will be transferred to a similar policy without cover for your gas boiler. Your premium will be adjusted accordingly and a proportionate refund (calculated daily) in respect of the difference between the premium for your old policy and the premium for your new policy, will be given with respect to any annual and quarterly payments that have been made in advance. If your premium is paid monthly you will not receive any refund and the new premium shall take effect from your next monthly payment. If a similar policy without gas boiler and/or gas central heating is not available, 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 system, may complete the repair but diagnose that additional maintenance work is required to your boiler and/or central heating system 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/and central heating system 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 system. 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 cover.

GAS BOILER SERVICE

Your product includes provision for an Gas Boiler Service by HomeServe. The Gas 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.

What is included?

✓ A full inspection of the entire chimney structure (more commonly known as the flue).
✓ Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger
✓ Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes
✓ Checking the integrity of all seals and gaskets
✓ Ensure that any condensate traps and drains are free from debris (this does not include sludge/scale/rust within the system)
✓ Testing the appliance in accordance with the manufacturer's instruction to ensure:
- The heat input and/or operating pressure are correct
- The effectiveness of the flue
- That all ventilation requirements are to current standards
- The correct operation of all safety devices and that the boiler is safe for continuous use

✓ A final combustion analysis and measurement against tolerances set by the manufacturer's instructions
✓ A test of all disturbed gas connections
✓ Carry out functional testing of heating and hot water
✓ A visual inspection of any other encountered gas appliances
✓ Written notification of any gas safety defects which may affect the safe operation of your appliances
✓ An assessment of your current heating controls and best practice advice regarding energy efficiency
✓ The servicing of a system filter (if there is already one in place). We will however not repair or replace a system filter.

⚠ **What isn't Included?**

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.

If during your Gas Boiler Service we identify a fault, we will carry out a repair under the insurance element of your cover. Such repair will count towards your claims limit. If you have a policy with an excess, you will be required to pay the excess before we carry out the repair, or if maintenance work is identified, we will advise you.

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

When will my Gas Boiler Service happen?

In the first year your Gas Boiler Service will be completed alongside the Boiler Health Check. Thereafter, if you have a Gas Boiler Service with your policy it will usually be completed between April and September.
When your Gas Boiler Service is due, we will make up to 3 attempts to contact you to arrange the service. If we are unable to make contact with you and therefore cannot complete your Gas Boiler Service, you will not be eligible for a refund of the Gas Boiler Service element of your cover. You can however contact us to arrange the service within the remaining period of cover.

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 (including your statutory 14 days "cooling off" period), after your policy start date, during which you can cancel your policy and receive a refund. 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.
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): Service provided to you in addtion to the insurance elements of your policy, e.g. the Gas Boiler Service, as set out in your policy documentation.
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.
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, consisting of a sum for the insurance and non-insured service(s) premium, including all applicable tax and administration fees.
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. If the property covered under this policy 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 you are wholly responsible for. Please see the sub-section '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.
We/us/our: HomeServe (on behalf of the Underwriter, in the arrangement and administration of your policy), 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:

a) any item not forming part of your policy coverage as detailed in 'What is Covered?';
b) any event, loss or damage arising from circumstances known to you before your policy 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 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;
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 policy, 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) 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 policy 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, 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;
q) any incidents where the root cause of the problem stems from a communal area that you do not have sole responsibility for

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.

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

Overlapping cover
If you have several different policies, some elements of your cover may overlap. 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 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.

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.

Where these terms and conditions include cover for a boiler, a separate policy or plan will be required for each boiler. Please contact us to arrange this.

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

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

The law that applies to this policy
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.

Your contract(s)
Your contract with the Underwriter
HomeServe arranges and administers your insurance cover. If you need to contact HomeServe regarding your contract, please phone the customer services number shown on your policy schedule or write to the Freepost address.

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 legal right of action.

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 the 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 I cancel my policy?'.

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. These changes would be effective upon renewal of your policy from your new policy 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 agreement to this, please let HomeServe know by calling the customer services number shown on your policy schedule.

6. Despite the provision 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. These changes would be effective upon renewal of your policy from your new policy start date. You hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the applicable data protection laws 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 shown on your policy schedule.

Your contract with HomeServe
You have a separate contract with HomeServe Membership Limited for any non-insured services as set out in your policy schedule

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.

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.

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