

# Gas Central Heating Breakdown Cover

## Terms and Conditions



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

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

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

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

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### A. KEY QUESTIONS

#### How do I make a claim?

1. If an incident occurs at your property, which is covered by your policy, please call the claims number shown on your policy schedule and we will arrange for the incident to be dealt with in accordance with the terms and conditions of your policy.
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.

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

#### How long is my policy for?

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

#### How can my policy be cancelled?

Your policy can be cancelled in the following circumstances:

Please note, only the named policyholder(s) or an authorised representative of the named policyholder(s) should call or write to cancel.

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

1. If this policy does not provide the cover you need, or you wish to cancel for any other reason, you may cancel your policy within the cancellation period by writing to us at the Freepost address or contacting us on the customer services number shown on your policy schedule. The cancellation period for your policy is shown on your policy schedule and will begin on your policy start date.
2. After the cancellation period you may cancel your policy at any time by writing to us at the Freepost address or contacting us on the customer services number.
3. HomeServe may cancel this policy by giving you at least 7 days’ notice in writing to the last address provided to us if you are seriously in breach of the terms of your policy. Examples of a serious breach include: if you submit a fraudulent claim or if you use threatening or abusive behaviour towards our engineers or staff.
4. HomeServe may also cancel your policy in any specific circumstances stated in the Policy Coverage section. If the only claim you have made under the policy is the claim under the Policy Coverage section that resulted in the cancellation of the policy, your policy will be cancelled immediately and we will refund any premium you have paid to us for the period after your policy has ended (calculated daily), but if you have made other claims on your policy, your policy will be cancelled as set out below.

When your policy will be cancelled and the amount of premium that will be due to us or payable to you will depend on how you selected to pay your premium for the policy. Upon cancellation of this policy by you or us as set out above, the following procedure applies to determine when your policy will be cancelled and whether any amount of premium is due to us or payable to you;

If you pay your premium monthly:

- Where your policy is cancelled within the cancellation period and you have not made a claim you will receive a refund of any premium you have paid to us and your policy will be cancelled immediately.
- Where your policy is cancelled after the cancellation period and you have not made a claim we will retain the last monthly premium you paid and cancel your policy at the end of the period to which that payment relates. You will continue to benefit from cover until the date your policy is cancelled. Alternatively, if you request that we cancel your policy immediately you will be entitled to a refund of a proportion of the last monthly premium you paid to us for the remainder of that month after your policy has ended (calculated daily).
- Where your policy is cancelled either within or after the cancellation period and you have made a claim we will retain the last monthly premium that you have paid to us and your policy will be cancelled immediately. You will not receive a refund of premium.

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

If you pay your premium annually or quarterly:

- Where your policy is cancelled within the cancellation period and you have not made a claim you will receive a refund of any premium you have paid to us and your policy will be cancelled immediately.
- Where your policy is cancelled after the cancellation period and you have not made a claim your policy will be cancelled immediately and you will be entitled to a refund of any premium already paid to us for the remaining period after your policy has ended (calculated daily).
- Where your policy is cancelled either within or after the cancellation period and you have made a claim your policy will be cancelled immediately and your premium will not be refunded in the case of annual payments, and you must continue to make your premium payments for the remainder of the original term of your policy in the case of quarterly payments.

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

### **What if I miss a payment?**

If you fail to make a payment of premium on the due date, your policy may be suspended and you will not be able to make a claim. HomeServe will notify you in writing within 5 working days of the date on which a payment was due if you fail to make a payment. If you do not pay the requested amount within 30 days of the due date, your policy will be cancelled. You will remain liable for any due and outstanding premium for the period up to the date of cancellation. If you want to make a claim under your policy whilst your policy coverage is suspended, you will be required to pay any outstanding premiums before an engineer will be despatched to your property. When your policy is cancelled, the outstanding premium due to us will depend on how you selected to pay your premium for the policy. If you pay your premium monthly, the outstanding premium will be your monthly premium payments up to the date that the policy is cancelled. If you pay your premiums quarterly or annually, the outstanding premium will be all unpaid premium payments for the term of the policy.

### **What if I move home?**

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

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

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

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

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

## **B. POLICY COVERAGE**



### **GAS CENTRAL HEATING BREAKDOWN**

**⚠ If you think you have a gas leak (i.e. it is an emergency), you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.**

#### **Cover Definitions**

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

**Beyond Economic 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 beyond economical repair.

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

A leak within or breakdown of your boiler and/or system. 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 system.

##### Examples of claims covered

- ✓ A breakdown of the boiler and/or system
- ✓ Replace heat exchanger
- ✓ Replace boiler zone valve
- ✓ Repair motorised valves
- ✓ Drain down and isolate leaking water tanks, radiators and hot water cylinders

##### Claims limit

- There is no limit to the amount we will pay per claim, providing your boiler is not BER
  - No limit to the number of claims
- Service
- An appointment will be made

**Temporary heating** - If a part needs to be ordered and it will take over 72 hours from the engineer's first visit to arrive, we will deliver two temporary electrical heaters to your property. The heaters will be yours to keep.

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

- a) repairing a boiler or any part of it, which is BER;
- b) replacing the boiler and/or system;
- c) repair or replacement of water tanks, radiators and hot water cylinders;
- d) immersion heaters, combination cylinders, elson tanks, thermal storage units (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax), or their controls;
- e) separate gas heaters providing hot water;
- f) LPG gas/oil systems;
- g) Dual purpose boilers (e.g. Aga, Rayburn);
- h) warm air heating system;
- i) under floor heating;
- j) fan convector heating;
- k) heated towel rails;
- l) combined heat and power systems;
- m) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;
- n) any other gas appliance (with the exception of gas fires forming part of a back boiler);
- o) a breakdown when an engineer has previously identified that remedial / maintenance work is required to prevent a future breakdown;
- p) any part of the boiler and/or system which is not possible for the engineer to work on safely;
- q) parts of the boiler and/or system 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;
- r) frozen pipes within the boiler and/or system which have not resulted in a leak or permanent blockage;
- s) boilers which are still working, but you suspect may be about to breakdown (such as a noise has developed);
- t) adjustment of timing and temperature controls;
- u) venting of radiators;
- v) any defect or failing which may be attributed to the design of the boiler and/or system.



**BER** – If upon making a claim your boiler is deemed to be BER, we will make a contribution of **£200** towards the cost of a new boiler. When your boiler is declared BER your policy will be cancelled in accordance with the procedure outlined in section A, under the heading 'How can my policy be cancelled?'.  
**Maintenance work** - The engineer, when dealing with your boiler and/or system may complete the repair but diagnose that additional maintenance work is required to your boiler and/or 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/or 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 policy coverage.  
**Boiler Type and Condition** – We reserve the right to assess your boiler at any time. We are not able to continue to cover boilers which are not in good working order or can no longer be supported due to parts being obsolete.  
**Obsolete parts** – HomeServe uses reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your boiler and/or 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. In this event we will deem that we can no longer offer you gas central heating breakdown cover. Your policy will be cancelled in accordance with the procedure outlined in section A, under the heading 'How can my policy be cancelled?'.

### **Annual Gas Boiler Service**

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

## **C. IMPORTANT INFORMATION**

### **General Definitions**

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

- Breakdown:** a sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.
- Cancellation period:** the number of days, after your policy start date, during which you can cancel your policy. This is shown on your policy schedule.
- Claims limit:** the maximum amount that the underwriter will pay for each claim as set out in the relevant policy coverage section of this policy. Any claims limit referred to in this policy includes the cost of call-out, 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.
- Freepost address:** Freepost RLYC-LXAL-GEEH, Customer Admin Department, HomeServe, Cable Drive, Walsall, WS2 7BN.
- FSA:** Financial Services Authority.
- 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 FSA for its activities relating to insurance under this policy.
- Non-insured service:** services provided to you in addition to the insurance elements of your policy, e.g. the annual boiler service, as set out in your policy 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 HomeServe for your policy, consisting of a sum for the insurance contract between you and the underwriter, any applicable insurance premium tax and administration fees, plus, where relevant, any additional non-insured service related charges (which will include VAT), as set out in your payment schedule.
- Property:** the private home, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) within the property boundary at the address shown on your policy schedule. The extent of your property will be that which is wholly within your control and you are wholly responsible for. Please see the sub-section 'Property Eligibility' in the 'General Conditions' section.
- Underwriter:** the company we have chosen to provide the insurance cover on your policy. For this policy it is: Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the FSA (FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Registered No. FC008998).
- We/us/our:** HomeServe, its authorised agents and engineers, unless otherwise stated.
- You/your:** the person(s) who has the benefit of this policy.

### **General Exclusions** ⚠

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

- 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 the engineer;
- 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) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this policy, which does not comply with British Standards;
- h) the costs of any work carried out by you or persons not authorised by us in advance;
- i) any parts not supplied by us (HomeServe use standard replacement parts). Our engineer is able to fit suitable alternative parts supplied by you at the time of the visit (so long as it is covered within the claim and policy coverage);
- j) normal day-to-day maintenance of the items covered by your policy at your property, for which you are responsible;
- k) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- l) any loss in the event of damage occurring where the property has remained unoccupied for 60 or more consecutive days;
- m) any loss arising from subsidence, heave of the site or landslip caused by:
  - bedding down of new structures;
  - demolition or structural repairs or alterations to the property;
  - faulty workmanship or the use of defective materials;
  - river or coastal erosion;
- n) any loss or damage arising as a consequence of:
  - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
  - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;
- o) unless specifically mentioned under 'What is covered?', 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) unless specifically included in 'What is Covered?', the following are not covered:
  - i. ground, air and water source heat pump systems;
  - ii. 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).

## **General Conditions**

### **Our repair standards**

Repairs are usually temporary in order to alleviate the problem. However, a permanent repair may be carried out if it's as cost effective as a temporary repair. If a permanent repair is carried out it is covered under this policy for as long as you retain this policy with HomeServe. Following a repair, where appropriate, we may advise you that remedial or maintenance work will be required to be undertaken by you in order to bring your installation up to a suitable standard or to prevent a future incident or emergency. Such work will be at your own cost.

### **Creating access**

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

### **Property eligibility**

This policy is for homeowners only. Retail, commercial and other premises used for business are not eligible for this cover, and council and housing association tenants will not need this service. The property must be your permanent home and owned and solely occupied by you and your family as a private residence with no business use. Mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered. Please also see the definition of property in the 'General Definitions' section.

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

1. This agreement is governed by the laws of England and Wales, except where the property is located in Scotland, in which case the laws of Scotland will apply. All correspondence will be in English.
2. This policy represents the entire agreement of the parties in relation to this policy.

### **Your contracts**

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

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

1. HomeServe will agree service standards for the delivery of cover provided by the insurance.
2. 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.
3. HomeServe will only amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your policy, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can my policy be cancelled?'.

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

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

### **Compensation Scheme**

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

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

Any information that you provide under this policy will be held and used to administer your policy by HomeServe (the 'data controller' for the purposes of the Data Protection Act 1998).

HomeServe is a member of the HomeServe Plc group of companies. The HomeServe group of companies and its selected partners may use your data for the purposes of training, testing, quality control, research and statistical analysis. The HomeServe group of companies may also use your data to keep you informed by post or telephone of any products or services which they consider may be of interest to you. If you do not want to receive such information please write to HomeServe at the Freepost address marking the communication 'For the attention of the Data Protection Officer, Customer Relations Department.'

To help keep your information accurate and up to date we may use information from selected third parties. Upon payment of a small administration fee you have the right (subject to certain limited exceptions) to access and, if necessary, rectify information held about you. If you do wish to make such an inspection please write to HomeServe at the Freepost address marking any correspondence 'For the attention of the Data Protection Officer, Customer Relations Department'. For further information on how we use your information, please see our Privacy policy at [www.homeserve.com](http://www.homeserve.com).

**This information can be supplied in Large Print, Braille or Audio on request.**