

LANDLORDS' EMERGENCY PRODUCT

TERMS AND CONDITIONS

This Landlords' Emergency Product consists of 2 parts, which are subject to different rules. Please be aware that such arrangements do not affect the service you receive nor do they affect the amount that you pay.

Part 1 relates to the emergency cover, which is an insurance product regulated by the Financial Services Authority.

Under this arrangement, you have entered into a contract of insurance which is underwritten by Inter Partner Assistance SA of The Quadrangle, 106 – 118 Station Road, Redhill, Surrey RH1 1PR (registered number FC008998). Inter Partner Assistance SA is a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. Inter Partner Assistance SA is authorised by the Commission Bancaire Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK.

You also have a separate contract with HomeServe Membership Ltd of Cable Drive, Walsall, WS2 7BN (registered in England with number 2770612) to arrange and administer the policy.

Part 2 relates to the maintenance and service agreement, which is not regulated by the Financial Services Authority.

The maintenance and service agreement is arranged and provided by HomeServe Membership Ltd of Cable Drive, Walsall, WS2 7BN (registered in England with number 2770612).

For the avoidance of doubt, where you choose the maintenance and service element of this product, only Part 2 shall apply.



PART 1 – EMERGENCY COVER

Please read this document carefully as there are conditions and exclusions which limit your cover, we do not wish you to discover after an incident has occurred that you are not insured. If you have any queries, please call HomeServe on 0800 408 9255.

DEFINITIONS

Certain words within your terms and conditions or your Policy Summary have a particular meaning, shown below. Each time we use one of these words it will have the same meaning:

1. Breakdown and/or failure means an unforeseen malfunction rendering a system inoperable.
2. Cancellation period means the number of days stated on your policy summary, starting from the policy start date during which you can cancel your policy.
3. Emergency means a sudden and unforeseen event, which immediately exposes the tenant to a risk to its health or creates a risk of loss of or damage to the property.
4. Property means:
 - a) your let house(s) comprising private dwelling, garage, domestic outbuildings (excluding sheds, greenhouses, and non-permanent structures) and garden all within the property boundary or,
 - b) individual flats, at the address(es) set out in the Schedule hereto registered by you with HomeServe and as updated / amended by you from time to time.
5. Registration details means the details you register with HomeServe relating to the properties you wish to benefit from this policy. The registration details shall include:
 - a) the address of the property

- b) confirmation that the tenant has given his/her consent for HomeServe to contact them for the purposes of administering this policy on your behalf.

6. Tenant means the occupier of your property. The tenant may only occupy the property as a private residence with no business use.
7. Uncontrollable internal emergency means an internal emergency where you are unable to temporarily stop the incident from causing further immediate damage within the property (i.e. by turning the water off, containing the leak or not using the affected facilities).
8. You/your means the landlord of the property, as policy-holder, recorded on the policy documents.
9. Beyond Economic Repair: When calculating the value of your boiler, we take into consideration the age of your boiler (which is calculated from the date of manufacture), together with the type of your boiler. This value is then compared to the total cost of parts and labour required to repair the boiler. When the repair cost is higher than the value, we deem the boiler to be beyond economical repair. When your boiler has been deemed beyond economic repair a letter will be sent to you, advising you of your BER contribution. Your contribution (if applicable) can be found in the Gas section of 'What is Covered.' For single cover policy holders your policy will be cancelled. This will be confirmed by letter. For combined policy holders, the gas heating element of cover will be cancelled and you will be transferred to a policy without heating.

COST OF COVER

1. The cost of cover is the total amount you pay as detailed in your Payment Schedule, which consists of the Arrangement and Administration Fee and the premium. The Arrangement and Administration Fee is the amount you pay for arranging and administering the cover, and the premium is the amount you pay for the insurance contract. These arrangements do not affect the amount that you pay for your cover or the service that you receive.
2. Your policy premium will be reviewed upon renewal. Any claims made will also be considered within the review. Any amendments to the policy premium will be confirmed on your Policy Documentation approximately 28 days before the expiry of your cover.
3. If you take out the cover with an excess option, you will also have to pay the first £50 of each claim.

TERMS AND CONDITIONS

1. HomeServe will arrange and administer your insurance cover and agree service standards for the delivery of the cover provided by the insurance.
2. **Cancellation.** If the insurance does not provide the cover you need, you should return your Policy Summary to HomeServe at FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN within the cancellation period and your premium will be refunded in full, provided no claim has been made. Please note that your statutory cancellation rights, which run for 14 days are included within the cancellation period.
3. This is a 12 month-contract.
4. You are responsible for:
 - a) providing HomeServe with accurate registration details and
 - b) from time to time and as necessary informing HomeServe of any update or amendment to the Schedule.
5. HomeServe will arrange for collection of policy premiums in accordance with your instructions. If you fail to make a payment on the due date, your policy will be suspended immediately and during

this period you will not be covered. HomeServe will notify you in writing within 5 working days if you fail to make a payment. If you do not pay in full within 30 days of the due date, your policy will be cancelled. You remain liable for any outstanding payments.

6. HomeServe reserve the right to cancel this policy by giving you at least 7 days notice at your last known address. If HomeServe cancel this policy, HomeServe will refund your premium for the remainder of the current policy period shown on your policy summary, unless a claim has been made.

7. HomeServe will contact you in writing before your policy expires to arrange renewal of your policy. HomeServe also reserve the right to refuse renewal of any individual HomeServe policy.

8. You are responsible for informing HomeServe of a change of your address as the policy holder. Please phone 0800 408 9255 or write to FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN.

9. We may amend these Terms and Conditions for legal or regulatory reasons or for reasons relating to the availability of the product. Where this change benefits you, we will make the change immediately and notify you of the change 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. Where the changes do not benefit you and if you wish to terminate your policy you may terminate your cover and we will refund your premium for the remainder of the policy period shown on your Policy Summary, unless a claim has been made.

10. This document represents the entire agreements of the parties on the matters in question, which will be subject to English law, and the parties submit to the exclusive jurisdiction of the English courts.

11. If you have a complaint relating to an administrative matter, please phone 0800 408 9255 or write to FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN. We will do our best to resolve this to your satisfaction and give you information about referring your complaint to the Financial Ombudsman Service if you remain dissatisfied.

HOW TO MAKE A CLAIM?

1. Claims must be made via the 24 Hour Claims Number by you or the tenant at the time of the emergency or breakdown and/or failure.

WHAT IS COVERED?	Emergency Cover	Emergency Plus Cover	Complete Cover	Emergency Heating Cover	Emergency Plus Heating Cover
HOUSES Part 1 – Emergency Cover					
SECTION A – PLUMBING & DRAINAGE					
SECTION 1 – INTERNAL PLUMBING AND/OR DRAINAGE					
Leak or burst to: – Internal pipework (including central heating pipes) – Hot water cylinder/cold water tank (Paragraph 2)	✓	✓	✓		
Blockage to: – Internal waste pipes – Internal drains (Paragraph 3)		✓	✓		
SECTION 2 – UNDERGROUND EXTERNAL DRAINS		✓	✓		
SECTION B – INTERNAL GAS SUPPLY PIPE					
Leak to internal pipe used to supply natural gas (supplied from the mains) to appliances			✓		
SECTION C – WATER SUPPLY PIPE					
Leak or burst to external underground water supply pipe			✓		
SECTION D – ELECTRICAL WIRING COVER					
Complete failure (failure of fuse box, entire ring mains or security lighting)	✓	✓	✓		
Partial failure (failure of any wall sockets, switches, bulb sockets and garden lighting mounted on the main dwelling)		✓	✓		
SECTION E – GAS OR ELECTRIC HEATING					
Breakdown / failure of Gas Central Heating or Electrical Heating (Winter only – 1 September to 30 April)				✓	
Breakdown / failure of Gas Central Heating or Electrical Heating – Year round			✓		✓
SECTION F – SECURITY					
Failure of, or damage to external locks, doors and windows rendering property unsafe (Paragraph 1 a & b)	✓	✓	✓		
Leaks / tiles blown off roof causing internal damage (Paragraph 1 c)		✓	✓		
GENERAL EXCLUSIONS	✓	✓	✓	✓	✓
Annual claims limit	3	5	10	3	5
Maximum payable	£2,000	£3,000	£6,000	£2,000	£3,000
PART 2 – MAINTENANCE AND SERVICE					
Annual gas safety inspection (CP12)	On request	On request		On request	On request
Annual gas safety inspection (CP12) and boiler service	On request	On request	✓	On request	On request

	Emergency Cover	Emergency Plus Cover	Complete Cover	Emergency Heating Cover	Emergency Plus Heating Cover
FLATS Part 1 – Emergency Cover					
SECTION A – PLUMBING & DRAINAGE					
SECTION 1 – INTERNAL PLUMBING AND/OR DRAINAGE					
Leak or burst to: – Internal pipework (including central heating pipes) – Hot water cylinder/cold water tank (Paragraph 2)	✓	✓	✓		
Blockage to: – Internal waste pipes – Internal drains (Paragraph 3)		✓	✓		
SECTION D – ELECTRICAL WIRING COVER					
Complete failure (failure of fuse box, entire ring mains or security lighting)	✓	✓	✓		
Partial failure (failure of any wall sockets, switches and bulb sockets)		✓	✓		
SECTION E – GAS OR ELECTRIC HEATING					
Breakdown / failure of Gas Central Heating or Electrical Heating (Winter only – 1 September to 30 April)				✓	
Breakdown / failure of Gas Central Heating or Electrical Heating – Year round			✓		✓
SECTION F – SECURITY					
Failure of, or damage to external locks, doors and windows rendering property unsafe (Paragraph 1 a & b)	✓	✓	✓		
GENERAL EXCLUSIONS	✓	✓	✓	✓	✓
Annual claims limit	3	5	10	3	5
Maximum payable	£2,000	£3,000	£6,000	£2,000	£3,000
PART 2 – MAINTENANCE AND SERVICE					
Annual gas safety inspection (CP12)	On request	On request		On request	On request
Annual gas safety inspection (CP12) and boiler service	On request	On request	✓	On request	On request

2. We will not cover the costs of work carried out by contractors not authorised by us in advance. Any gas leaks MUST in the first instance be reported to the National Gas Emergency Service on 0800 111 999.

3. After you have provided us with the complete registration details, we shall provide the tenant with a letter which contains details of what is covered, what is not covered, when and how to claim?

4. You are deemed to have given the tenant the permission to claim directly in the event of an emergency or breakdown and/or failure.

5. In order for us to verify the cover, you or your tenant should have your policy number ready to quote when you call us. The engineer may also ask the tenant to produce the letter (detailed in point 3 above) upon arrival at your property.

6. This cover includes the cost of call-outs (up to the annual claims limit as detailed in the table "What is covered?") labour, materials and VAT.

7. The maximum amount we will pay under this policy, arising from any one event is the amount shown under "Maximum payable" in the table "What is covered?"

8. If any loss, damage or expense covered under this policy is also covered by any other insurance contract, you must provide us with full details of the other contract. We will not pay more than our fair share (rateable proportion) of any claim.

9. You must co-operate with us in obtaining reimbursement of any costs we 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.

10. All permanent repairs are guaranteed for as long as you choose to maintain this cover.

INTER PARTNER ASSISTANCE SA – A PROMISE OF SERVICE

We wish to provide you with a high standard of service. Very occasionally we receive complaints which we investigate at once,

and every effort is made to resolve them to your satisfaction. If you have a complaint please phone HomeServe on 0800 408 9255 or write to FREEPOST RLYC–LXAL–GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN. If your complaint relates to the service you experienced as a result of a claim, and you feel that the matter has not been resolved satisfactorily, you may escalate your complaint to the General Manager of Inter Partner Assistance SA, The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR. We will give you information about referring your complaint to the Financial Ombudsman Service (FOS) if you remain dissatisfied.

WHAT IS COVERED?

SECTION A – PLUMBING AND DRAINAGE COVER

Internal plumbing and /or drainage

1. This cover relates to internal plumbing and/or drainage, which includes the water pipework, cold water supply tank its feed and outlet, and drainage systems for which you have responsibility inside the buildings of your property. Hot and cold water pipes from the mains stopcock inside the home leading to the taps (including garden taps), washing machine and dishwasher hot and cold flexible connection pipes and toilet siphon are covered;

2. If your property suffers an internal burst or leak relating to your internal plumbing or drainage or if your property suffers a leak to the hot water cylinder or cold water tank, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then organise for an engineer to carry out the emergency repairs. In some cases, such emergency repairs may only be temporary;

3. If your property suffers blocked internal plumbing or drainage, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then organise for an engineer to carry out the repairs;

4. In the event of an uncontrollable internal emergency, if an approved engineer does not arrive at your property within two hours of

notification, HomeServe will refund your policy premium in full. Please call HomeServe on 0800 408 9255 or write to FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

Underground external drains

1. This cover relates to:

- a) the drainage pipes for which you are legally responsible, but that are not beneath or inside any building or outbuilding. Your responsibility applies to drainage pipes that solely serve your property (i.e. are not shared) that are within your property boundary;
- b) rainwater drains.

2. If your property suffers a leakage or blockage in relation to the above, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then organise for an engineer to unblock, repair or replace the damaged section of drain including temporary reinstatement. In some cases, such repairs may only consist of temporary repairs. We will not cover any other repair work such as: repairs required to avoid the problem re-occurring; or to ensure your plumbing and drainage system is restored to an adequate functional standard for ongoing use; or any normal day-to-day maintenance work. For example, a blocked drain will be left running clear so as to alleviate the immediate emergency but if the drain is required to be re-aligned to avoid the problem re-occurring, this is not covered.

3. Temporary reinstatement means the back-filling of any necessary excavation to leave the ground level. We will not reinstate or arrange for the reinstatement of hard or soft landscaping, such as drives, pathways, walls, flower beds or lawns.



WHAT IS NOT COVERED

- a) combination cylinders, elson tanks, thermal storage units or their controls;
- b) damage caused by aggressive water or sludge resulting from corrosion;
- c) delays in or inability to obtain spare parts;
- d) any appliance connected to your internal gas supply pipe;
- e) any section of the gas supply pipe that is not contained within the private dwelling or contained within any other outbuilding.
- f) any water tap which requires re-washing;
- g) external guttering, rainwater downpipes and soakaways;
- h) incidents related to water flowing externally out of any overflow pipes;
- i) a leaking central heating radiator, where you are able to turn off the radiator and stop the leak;
- j) showers including the shower unit, controls, outlet or shower head;
- k) cesspits, septic tanks and any outflow pipes;
- l) vacuum drainage systems;
- m) drains (sewers) for which you do not have responsibility;
- n) shared drains (sewers);
- o) drains (sewers) that are outside of your property boundary;
- p) any replacement costs of pumps, water tanks, radiators, thermostatic radiator valves, cylinders, sanitary ware (e.g. basins and toilet bowls), water softeners, waste disposal units, macerators or any central heating component (e.g. motorised valves, boiler parts etc.);
- q) drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc) at your cost;
- r) all pipe work, pumps, panels and controls linked to solar panel heating.
- s) costs incurred where you have been informed of the need to complete permanent repairs to avoid emergencies.
- t) any investigative work (such as CCTV), where the immediate emergency has been resolved.

SECTION B – INTERNAL GAS SUPPLY PIPE

1. This cover relates to the internal gas supply pipe which is the internal pipe used to supply natural gas (supplied from the mains)

to appliances within the limits of the buildings of your property, from the outlet of the gas meter to the isolation valve of any appliance, including gas supply hoses connecting to the gas cooker.

2. If you suffer a leak to your internal gas supply pipe, you or your tenant should immediately call the National Gas Emergency Service on 0800 111 999. Once the leak has been isolated by them, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then organise for an engineer to repair or replace the damaged section of internal gas supply pipe, including the temporary reinstatement of flooring surfaces.

3. Temporary reinstatement means any carpets, linoleum or floorboards removed by our engineer in order to gain access to the affected gas supply pipe, will be put back such that the floor is sufficiently safe to walk on. We are not responsible for reinstating floor coverings or fixtures and fittings to their original standards.

4. Any costs relating to the removal of internal hard-flooring or plasterwork to access any of the affected pipes covered under this policy shall be covered up to £500. This excludes payments towards the reinstatement of internal hard-flooring or plasterwork.



WHAT IS NOT COVERED

a) any item not forming part of the internal gas supply pipe.

WHAT IS COVERED

SECTION C – WATER SUPPLY PIPE COVER

1. This cover relates to the underground water supply pipe, which serves your property, from and including the stop tap within the home, up to the junction with the mains services.

2. This cover relates to:

- a) the underground water supply pipe from the property boundary and up to and including the stop tap (for both leaks and stop taps that cannot be turned on or off) in your property;
- b) the underground water supply pipe on private land outside your property boundary and up to the public highway (where you have a legal right of access); and
- c) the underground water supply pipe in the public highway, if you have this extra responsibility.

3. If your property suffers a leakage or blockage to your underground water supply pipe at the property, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then organise for an approved engineer to locate the leak and repair or replace the damaged section of water supply pipe including permanent reinstatement if applicable. We will replace sections of water supply pipe up to 20 metres unless a localised repair would be just as effective.

4. Permanent reinstatement means repairs and/or work required to put right the damage caused by any necessary excavations as a result of a water supply pipe claim. This includes back filling and reinstatement of tarmac, concrete, block paving and lawns. If the reinstatement requires specialist materials and/or skills we will alternatively and at our option, reimburse you up to £500 towards your reinstatement costs. To allow for any settlement of the ground following any excavations, these works may not be carried out immediately. In undertaking any permanent reinstatement it may not be possible to guarantee to provide an exact match to the existing surface.

5. In the event of an uncontrollable internal emergency, if an approved engineer does not arrive at your property within two hours of notification, HomeServe will refund your policy premium in full. Please call HomeServe on 0800 408 9255 or write to FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN.



WHAT IS NOT COVERED

- a) any internal or external water pipe after the internal stop tap; and
- b) cost exceeding your fair share of water supply pipe repairs for work on a shared supply pipe outside your property boundary.

WHAT IS COVERED

SECTION D – ELECTRICAL WIRING COVER

1. This cover relates to the electrical wiring, which is the permanent 240 volt electrical supply system within the property supplying electrical power including wall sockets, switches, bulb sockets and fuseboxes, all beyond the electricity company's supply meter. This also includes wiring to permanent security lighting and security lights or garden lighting mounted on the main dwelling.

2. This cover applies to the permanent electricity supply system beyond the electricity company's supply meter, which has failed or broken down for reasons other than a failure of external public services to the property. Depending on your level of cover, you will be covered for emergency electrical failure or complete electrical failure:

- a) Emergency electrical failure is a failure of the fuse box, any ring main or security lighting;
- b) In addition to the above complete electrical failure includes failure of the wall sockets, switches, bulb sockets and garden lighting mounted on the main dwelling.

3. If you suffer a breakdown and/or failure of your electrical wiring, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then organise for an approved engineer to repair or remedy the breakdown and/or failure of the electrical wiring.

4. In the event of total failure of the electrical wiring within your property caused by an emergency covered by your policy, if an approved engineer does not arrive at your property within 2 hours of notification, HomeServe will refund your policy premium in full. Please call HomeServe on 0800 408 9255 or write to FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN.



WHAT IS NOT COVERED

a) replacement of light bulbs, decorative and fluorescent tube light fittings, fuses in plugs, transformers controlling single low voltage light fittings, or any other routine electrical maintenance tasks;

b) control wiring of burglar alarms, telephone wiring, smoke detectors, doorbells, electrical garage door systems and electrical gates, wiring or anything connected to satellite dishes, radio and television aerials, their fittings and masts;

c) wiring and electrics situated outside or mounted on the external surface of any building, with the exception of wiring to permanent security lighting and security lights or garden lighting mounted on the main dwelling;

d) underground electrical wiring between the property and outbuildings;

e) wiring and electrics within sheds, greenhouses and other non-permanent garden structures;

f) any 3-phase electrical systems (including wiring, sockets and switches);

g) the re-setting of circuit breakers, where it is not associated with permanent repair work where it can be reset by you;

h) any adjustment required to the timing and temperature controls of heaters or Economy 7 timer switches;

i) domestic electrical appliances; i.e. any electrical equipment powered by a removable electrical source, portable and fixed heating or energy efficiency management systems;

j) power generation systems including solar panels, wind turbines, air conditioning units and combined heat and power systems and associated controls;

k) replacement costs of wiring, switches and fuse boxes which need to be replaced as a consequence of natural wear and tear or gradual deterioration;

l) repair or replacement costs arising from the electrical wiring being old, dangerous or in poor condition.

WHAT IS COVERED

SECTION E – GAS OR ELECTRIC HEATING

1. We reserve the right to pre-screen all boilers and we will not cover your domestic central heating boiler if:

- a) it is not in good working order; or

- b) if parts are not available. We may arrange and undertake outbound telephone questionnaires, in a number of cases, to pre-screen against such criteria.

2. If any recommended remedial or maintenance works notified to you during this cover are not carried out within 28 days or your domestic central heating boiler no longer meets our eligibility criteria (for example if spare parts are no longer available), we will:

- a) suspend the domestic central heating element of your policy; or
- b) where you have Emergency Heating Cover or Emergency Plus Heating Cover only, we will automatically cancel your policy.

Gas Central Heating Boiler

1. This cover relates to the gas central heating boiler contained within and supplying your property, fired by natural gas (supplied from the mains) from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, cylinder thermostat, time, temperature and pressure controls. The maximum permissible output of your private domestic gas fired boiler is 60 kW/hr.

2. If you suffer a breakdown and/or failure of your gas fired domestic central heating boiler, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then repair the breakdown and/or failure of your central heating boiler.

3. In the event your boiler is deemed beyond economical repair, or in the event parts required to remedy the breakdown/failure are no longer available, we will offer you a minimum 50% discount on the recommended retail price of your new replacement boiler, providing HomeServe sources and installs the boiler. For the avoidance of doubt, the 50% discount does not apply to our installation costs. Where we replace your boiler under this paragraph 3 and you have Emergency or Emergency Plus Heating Cover, we will cancel your cover. Customers whose boiler is covered under Complete Cover will be cancelled and invited to downgrade to one of our other home emergency products.

Gas Central Heating System

1. This cover relates to the gas central heating system which includes the radiators, pipework, feed and expansion tank.

2. If you suffer a breakdown and/or failure of your gas fired central heating system, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then repair the breakdown and/or failure of your central heating system.

3. In the event that a part needs to be ordered to rectify the breakdown and/or failure and it takes over 72 hours from the first engineer's visit to source the part, we will deliver 2 temporary electrical heaters to your property to provide an alternative source of heating. You won't need to return the heaters to HomeServe.

Electrical Heating System

1. This cover relates to storage heaters and wall mounted panel heaters, which are permanently sourced by the mains electricity supply (this includes convection storage heaters, storage heaters incorporating fans and combination storage/panel heaters) and the electrical supply circuit supplying power only to storage heaters and panel heaters. This includes associated switches, fuse boxes and controls all beyond the electricity company's supply meter.

2. If you suffer a breakdown and/or failure of your domestic electrical storage/ panel heaters, you or your tenant should call us on the 24 Hour Claims Number on your Policy Summary. We will then repair or remedy the breakdown and/or failure of the domestic electrical storage/panel heaters.

3. If we are unable to repair your domestic electrical storage/panel heater or if the cost of repair exceeds the replacement cost, we will contribute a maximum of £200 towards the cost of replacement.

4. Under Sections 2 and 3, in the event of a breakdown and /or failure of the domestic heating system (gas or electric), we will aim to attend a property the next working day, with a guaranteed arrival within 48 hours.



WHAT IS NOT COVERED

a) repair/replacement of the hot water cylinder (leaking hot water cylinders will be drained and isolated);

b) repair/replacement of radiators (leaking radiators will be drained and isolated);

- c) the domestic water supply from the hot water cylinder or gas appliance, to and including the taps;
- d) combination cylinders, elson tanks, thermal storage units, unvented hot water cylinders or their controls;
- e) separate gas heaters providing hot water;
- f) LPG fuelled boilers and dual-purpose boilers (e.g. Aga, Rayburn);
- g) underfloor heating;
- h) maintenance or replacement of fan convector and heated towel rails;
- i) descaling and any work arising from hard water scale deposits or from damage caused by aggressive sludge resulting from corrosion;
- j) damage caused by aggressive water or sludge resulting from corrosion;
- k) any gas appliance for example, cookers and gas fires (with the exception of gas fires forming part of a back boiler);
- l) solar panels and any associated pipework; combined heat and power systems;
- m) costs incurred where you have been advised of the need to carry out permanent repair work to avoid repetitive situations leading to a breakdown and/or failure;
- n) the central heating system in the event of spare parts not being available after a reasonable search of stockists;
- o) ground, air and water source heat pump systems;
- p) cosmetic damage to the casing of domestic electrical storage/ panel heaters or timer switches;
- q) warm air heating systems, Electrotech and Smartheat systems, wet systems;
- r) fan heaters, heated towel rails, infra red heaters, electric fires, skirting or kickspace floor heaters;
- s) domestic electrical storage/panel heaters which exceed the age limit of 15 years at inception of the policy;
- t) failure or breakdown of timers for domestic electrical storage/panel heaters or immersion heaters where there is a manual override facility;
- u) any adjustment required to the timing and temperature controls of heaters or Economy 7 timer switches;
- v) maintenance or replacement of fan convector and heated towel rails;
- w) cookers and gas fires (unless forming part of a back boiler);
- x) de-scaling (however scaled up parts will be replaced to alleviate a breakdown where possible).

WHAT IS COVERED

SECTION F – SECURITY

1. If you suffer an emergency at your property, you or your tenant should call us on the 24 Hour Claims Number shown on your Policy Summary. We will carry out an emergency repair in relation to the following:
- a) broken glazing (on a ground floor or enabling access via a flat roof) leaving the property unsecured. In this event the affected area will be boarded up;
 - b) loss of keys for external doors that leave the property unsecured. In this event the home will be made secure;
 - c) sudden and unexpected roofing problems, such as leaks or tiles blown off during a storm or bad weather causing internal water damage. In this event the problem will be contained with the use of tarpaulin, or a similar material.



WHAT IS NOT COVERED

- a) damage to boundary walls, hedges, fences or gates;
- b) loss of keys for outbuildings, garages and sheds;
- c) loss of keys to the main dwelling if another set of keys exists or if there is another means of access to the property without creating damage;
- d) loss of keys if the property is secure and not vulnerable to intruders;
- e) replacing garage doors;
- f) repair or replacement of the electrical unit powering the garage door; and

- g) broken glazing to windows that are inaccessible.



GENERAL EXCLUSIONS – APPLY TO ALL SECTIONS OF COVER AND MAINTENANCE AND SERVICE SECTION

1. This policy is for landlords only.
2. Mobile homes and properties with 7 or more bedrooms, more than 6 tenants or more than one family are not covered.
3. Retail and premises used for business are excluded from this cover.
4. In your first year of cover, there is an initial 14 day period when you are not covered. The date from which you are able to make a claim is shown on your Policy Summary under 'period of insurance'. Providing you renew before the expiry of your policy, the exclusion period does not apply after your first year of cover. If you add additional properties to your policy the exclusion period will apply to the new properties. If you upgrade your cover, the exclusion period only applies to the new elements of your cover.
5. The following are not covered:
 - a) any events pre-dating this cover;
 - b) any defect in the original design;
 - c) any emergency, breakdown and/or failure that occurs in a property that has been unoccupied for 60 or more consecutive days;
 - d) normal day-to-day maintenance;
 - e) temporarily frozen pipes which have not resulted in confirmed damage;
 - f) parts that need to be replaced as a consequence of wear and tear, gradual deterioration or corrosion;
 - g) swimming pools or decorative features including ponds, fountains and any associated pipes, valves, pumps or electrics;
 - h) replacement of hot or cold water taps and/or no water or hot water from your hot water taps;
 - i) domestic appliances e.g. washing machines, dishwashers; electrical appliances, portable and fixed heating or energy efficiency management systems;
 - j) ground, air and water source heat pump systems;
 - k) power generation systems including solar panels, wind turbines, air conditioning units and combined heat and power systems and associated controls;
 - l) repairs involving contact with asbestos materials;
 - m) any costs relating to repair or replacement of pumps including any associated electrics or valves, water softeners, waste disposal units, macerators;
 - n) an emergency or breakdown and/or failure, when it has previously been identified by an engineer (during a previous visit) that remedial/ maintenance work is required to prevent a future emergency or breakdown and/or failure;
 - o) underfloor heating;
 - p) a breakdown and/or failure, when it has previously been identified by an engineer (during a breakdown or service) that remedial/ maintenance work is required to prevent a future breakdown and/or failure of the system in question. Such remedial and/or maintenance work will need to be carried out at your cost;
 - q) any losses that are indirectly associated with the incident that caused you to claim, unless caused by our negligence or that of our agents. For example, loss of earnings due to time taken off work to deal with the incident will not be covered;
 - r) 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 covered sections, which does not comply with recognised industry standards;
 - s) loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property;
 - t) like for like replacements of parts used;
 - u) damage caused to the property and/or its contents whilst completing a repair will not be reinstated to the original condition except where permanent reinstatement is specifically included;

v) payment for the restoration of any internal fixtures or fittings (e.g. fitted units, special floor coverings such as wood block or ceramic tiles etc.) removed in the process of conducting the emergency repair;

w) any part of the system (including pipes and ducts) which are too difficult to access safely, for example, safe floor boarding and/or lighting is required within loft spaces, or any part of the domestic gas central heating system which is impossible or impractical to maintain because of its position, for example a boiler situated in a confined space, inaccessible due to the installation of fitted units;

x) any delays caused by our suppliers or their agents in obtaining spare parts that are not immediately available;

y) any fixtures including wiring, earthing and lead piping where replacement is only necessary as a result of changes in legislation or health and safety guidelines, or to meet current best practice;

z) the resetting of circuit breakers, where it is not associated with permanent repair work and where it can be reset by you;

aa) costs incurred where you have been informed of the need to do permanent repairs to avoid emergencies and or breakdowns/failures;

bb) systems which have not been installed, serviced or maintained in accordance with established practice or manufacturer's instructions or systems which are not compliant with relevant legislation;

cc) faulty workmanship or the use of defective materials by a non-approved engineer;

dd) any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, subsidence, landslide, river or coastal erosion, earthquake, impact or other extraneous causes;

ee) any loss arising from subsidence, heave of the site or landslide caused by:

- i) bedding down of new structures;
- ii) demolition or structural repairs or alteration to the property;
- iii) faulty workmanship or the use of defective materials;
- iv) river or coastal erosion.

ff) any loss or damage arising as a consequence of:

- i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot, or civil disturbance;
- ii) 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.

PART 2 – MAINTENANCE AND SERVICE

The annual gas safety inspection (CP12) and boiler service are not regulated by the Financial Services Authority. This does not have any implications on the service you receive or the price you pay.

The following provisions, which are set out in the landlord's emergency cover terms and conditions, shall also apply to this maintenance contract:

1. Definitions
2. Cost of Cover
3. Terms and Conditions
4. General exclusions – apply to all sections of cover and maintenance and service section.

When considered under the Maintenance and Service section, the above paragraphs shall be construed as referring to a maintenance contract and not a contract of insurance. Please note that the maintenance and service element can only be carried out on boilers and/or appliances that are in good working condition at the time of the service. If this is not the case, please call us on 0800 408 9255.

ANNUAL GAS SAFETY INSPECTION (CP12)

We will arrange for an engineer to carry out an annual gas safety inspection of the gas fired domestic boiler and all other fixed gas appliances (optional). CP12 inspections will be available Monday to Friday 9.00am to 5.00pm excluding bank holidays. A standard AM or PM appointment window will be offered. HomeServe shall require a minimum of 14 working days notice to undertake a CP12 inspection. Subsequent CP12 inspections must take place within 12 months of the first visit and annually thereafter.

After identification of the gas appliances to be tested, the safety check will include:

1. Checking the appliance(s) for gas tightness;
2. Checking the standing and working pressure if the test points are available;
3. Checking the burner pressure/gas rate against the manufacturers' data plate;
4. Checking for the satisfactory provision of all necessary ventilation;
5. Testing the flue flow to ensure removal of products of combustion;
6. Checking the satisfactory operation of all the flame failure devices;
7. Checking for physical stability, presence and effectiveness of brackets (where appropriate);
8. Investigating any evidence of unsafe operation and report to the landlord.

If remedial action is required prior to issue of the gas safety certificate then the HomeServe engineer will discuss this with you and agree the appropriate charges for this. Where possible the HomeServe engineer will undertake remedial action during the site visit or alternatively reschedule a convenient appointment time. Where you choose to have the work completed independently please notify HomeServe once the work is completed in order that the appliance(s) may be re-checked. Where HomeServe do not undertake the remedial work HomeServe reserve the right to re-charge for the safety inspection. The engineer will issue the appropriate certificate to statutory requirements.

ANNUAL GAS SAFETY INSPECTION (CP12) & BOILER SERVICE

At the same time as conducting the gas safety inspection, we will arrange for the engineer to carry out the service of your gas fired boiler to statutory requirements, manufacturer's recommendations and relevant codes of practice.

INFORMATION ABOUT DATA PROTECTION

Any information that you provide under this agreement will be held and used to administer your policy by HomeServe Membership Limited (who shall be the "data controller" for the purposes of the Data Protection Act 1998). HomeServe Membership Limited is a wholly owned subsidiary of HomeServe Plc.

The HomeServe group of companies may use any data you provide for the purposes of training, testing, quality control and statistical analysis. The HomeServe group of companies may also use any data you provide to keep you and/or the tenants 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 FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN marking the communication "For the attention of the Data Protection Officer."

To help keep any data you provide accurate and up to date we may use information from our partners. 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 FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN, marking any correspondence "For the attention of the Data Protection Officer."

THIS INFORMATION CAN BE SUPPLIED IN LARGE PRINT, BRAILLE OR AUDIO ON REQUEST.