

Gas Boiler Service

Terms and Conditions



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

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

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

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

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A. KEY QUESTIONS

How do I make a claim?

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

If you wish to cancel your plan; 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. The cancellation period for your plan is shown on your plan schedule and includes the statutory 14 day cancellation period which commences on the start date of your plan.

You may cancel your plan at anytime. Depending whether you have received the service(s) provided under this plan, any refund of the service fee paid to you or owed by you may be calculated as follows:

- We will refund any amount of the service fee you have paid as long as no work has been performed under this agreement.
- If work has been performed under this agreement, you will waive any statutory right to cancel the plan and you will not receive a refund and must pay any remaining outstanding balance due under the agreement.
- If we have been unable to contact you to arrange an appointment. We will make three attempts to contact you to make an appointment after which you there will be no refund. However you can still contact us to arrange for the appointment within the remaining period of your plan.

How can HomeServe cancel my plan?

HomeServe reserves the right to cancel your Gas Boiler Service Plan prior to the service being carried out, by giving you at least 7 days' notice at your last known address. In these circumstances HomeServe will refund the amount of the service fee paid in full.

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, 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 plan 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 plan 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 plan expires to arrange the renewal of your plan. 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 plan please give us a call on the customer services number shown on your plan schedule before the plan start date.

How can I complain?

Only the named plan 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 plan 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 plan, 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. PLAN COVERAGE

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 plan:

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 plan. Any claims limit referred to in this plan 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 plan schedule.

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

Emergency/ies: Sudden and unforeseen damage to something in your property covered by your plan, which immediately:

- a) exposes you to a risk to your health; or
- b) creates a risk of loss of or damage to your property; or
- c) makes the buildings uninhabitable;

and where you are unable to temporarily stop the incident from causing further immediate damage within the main house of the property (e.g. you are unable to turn the water off, contain a leak or you have no alternative facilities available) or, in the case of electrical emergencies, being totally without electricity.

Emergency repair(s): Repair work undertaken by an engineer to resolve the immediate emergency and to prevent any further immediate:

- a) exposure to a risk to your health; or
- b) risk of loss of or damage to the property; or
- c) risk that the building will be uninhabitable, in each case arising from the relevant incident.

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

Exclusion period: Your plan 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 plan schedule under 'period of insurance'. Providing you renew your plan before the expiry of your plan, 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 plan.

Non-insured service(s): Service provided to you in addition to the insurance elements of your policy, e.g. the Gas Boiler Service Plan, as set out in your policy documentation.

Plan: These terms and conditions and the most recent plan schedule.

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

Plan start date: The date this plan starts on, as set out in your plan schedule.

Premium: The total amount you pay HomeServe, 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 plan 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 'Property Eligibility' in the 'General Conditions' section.

Underwriter: The company we have chosen to provide the insurance cover on your policy. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Aviva Insurance Limited is registered in Scotland, company

no. 2116 and the registered address is Pitheavlis, Perth, PH2 0NH. The regulatory status of Aviva Insurance Limited and HomeServe can be checked by visiting the FCA's website www.fca.org.uk/register.

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

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

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;

General Conditions

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.

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.

Property eligibility ⚠

This plan is for homeowners (of both houses and flats):

The property (house, apartment or flat) must be your permanent home and owned and solely occupied by you and your family as a private residence with no business use, and excludes communal or service duct areas (for apartments and flats). 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. Mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered.

Please check that you do not have cover elsewhere before taking out this policy to avoid overlapping cover with another provider.

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 plan

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 with HomeServe

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 shown on your plan schedule or write to the Freepost address.

1. This plan is sold, arranged and administered by HomeServe.

2. HomeServe will agree service standards for the delivery of cover provided by the insurance.
3. HomeServe will collect the premium in accordance with your instructions. Any monies relating to the insurance services that are held by us (including premium collected by us, premium to be refunded to you and claims monies) shall be held by us on behalf of the Underwriter.
4. HomeServe will only amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your policy, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can I cancel my plan?'
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 provisions of 1 above, HomeServe will write to you, if in the future it transfers in full or in part the arranging and administration of your policy to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. 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 plan schedule.

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.

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.

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.