

# Terms & Conditions

## Gas Boiler Breakdown Cover

### TERMS AND CONDITIONS

**You** have entered into a contract of insurance with **Inter Partner Assistance SA** and a separate contract with **HomeServe** to arrange and administer the policy. 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 non-exclusive jurisdiction of the English Courts.



Please read this document carefully, **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 9229**.

### DEFINITIONS RELATING TO THE INSURANCE AND ADMINISTRATION TERMS AND CONDITIONS

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:

- You/your:** The permanent occupier of the **property** as recorded on **your** policy documents and **your** spouse/partner and family who live with **you**.
- Inter Partner Assistance SA/we/us/our:** Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom. Registered No. FC008998.
- HomeServe:** HomeServe Membership Ltd, Cable Drive, Walsall, WS2 7BN, registered in England no. 2770612.
- Property:** The private dwelling, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures and garden areas) all within the **property** boundary at the address shown on **your** policy documentation. It 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, and let and sub-let properties are not covered. Council and housing association tenants will not need this service.
- Domestic Central Heating Boiler:** The central heating boiler contained within and supplying **your property**, fired by natural gas (excluding warm air heating) from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. The maximum permissible output of **your** private domestic gas fired boiler is 60 kW/hr.
- Breakdown and/or failure** - Sudden or unforeseen electrical or mechanical malfunction of the **Domestic Central Heating Boiler** which renders the system inoperable.
- Engineer** - an approved Gas Safe registered engineer.
- Beyond Economical Repair** - The point at which **we** estimate that the cost to repair **your** boiler exceeds its value (based on the scale of valuations according to age and boiler type). In the event of the boiler being found **beyond economical repair** a £200 contribution will be made towards the replacement of the boiler and the policy will cease.
- Exclusion period:** To prevent claims on pre-existing problems (and therefore to reduce premiums), in **your** first year of cover, there is an initial 28 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.

### COST OF COVER

- The cost of cover is the total amount **you** pay as detailed in **your** policy documentation, which consists of the Arrangement and Administration Fee of £5.00 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. References to 'Gas Boiler Breakdown Cover' and 'Cover' in all documents include services within both contracts.

- 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 Summary approximately 28 days before the expiry of **your** cover.

### ADMINISTRATION TERMS AND CONDITIONS

This cover is arranged and administered for **you** by HomeServe Membership Ltd, Cable Drive, Walsall, WS2 7BN.

- HomeServe** will arrange and administer **your** insurance cover and agree service standards for the delivery of the cover provided by the insurance.
- Cancellation.** If the insurance does not provide the cover **you** need, **you** should return **your** Policy Summary to **HomeServe** at the FREEPOST address shown below (see number 8) within 42 days of the policy start date 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 (and begin at the end of the **exclusion period** (if applicable - see 'Definitions' point 9), are included within this 42 day period).
- The minimum period for which **you** may hold this policy is 12 months.
- 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. Any outstanding payments will be requested and upon receipt of cleared funds **your** cover will restart.
- HomeServe** reserve the right to cancel this policy by giving **you** at least 7 days notice at **your** last known address. If **HomeServe** cancel the 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.
- HomeServe** will contact **you** in writing before **your** policy expires to arrange renewal of **your** policy. **HomeServe** reserve the right to refuse renewal of any individual **HomeServe** policy.
- You** are responsible for informing **HomeServe** of a change of **your** address, so that cover can be transferred to **your** new **property**. (Please note, the boiler in **your** new home must meet the boiler eligibility criteria). Please phone 0800 408 9229 to advise **HomeServe** of **your** new address or write to the FREEPOST address shown below (see number 8).
- If **you** have a complaint relating to an administrative matter, please phone 0800 408 9229 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.

### INSURANCE TERMS AND CONDITIONS

This insurance is underwritten by **Inter Partner Assistance SA** who are a wholly owned subsidiary of AXA Assistance SA and part of the world wide 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) here in the UK.

## GENERAL CONDITIONS

1. **We** reserve the right to pre-screen all boilers and **we** will not cover **your domestic central heating boiler** if it is not in good working order, if parts are not available or **your** boiler does not meet **our** eligibility criteria. **We** may arrange and undertake outbound telephone questionnaires, in a number of cases, to pre-screen against **our** eligibility criteria.
2. If any recommended remedial or maintenance works notified during the gas boiler service and/or **breakdown/failure** (if requested) are not carried out within 28 days or **your domestic central heating boiler** does not meet **our** eligibility criteria (for example if spare parts are no longer available), **we** will automatically cancel **your** policy.
3. Claims must be made via the 24 Hour Claims Number by **you** or a person calling on **your** behalf at the time of the **breakdown and/or failure**. **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**.
4. In order for **us** to verify **your** cover, when calling, please have **your** policy number ready to quote. The approved **engineer** may also ask **you** to produce **your** Policy Summary when they arrive at **your property**.
5. This policy is for homeowners only. Retail, commercial and other premises used for business are not eligible for this cover.
6. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance 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.
7. **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.
8. Details of **you, your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.
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.

## WHAT IS COVERED?

### Section A: Breakdown and/or failure of the Gas Fired Central Heating Boiler

1. If **you** suffer a **breakdown** of **your** gas fired **domestic central heating boiler** at the address on **your** terms and conditions, **you** should call **us** on the 24 Hour Claims Number on **your** Policy Summary. **We** will then:
  - a) advise **you** how to protect yourself and the **property** immediately;
  - b) organise and pay on **your** behalf for the call-out, labour, parts, materials and VAT involved in repairing or remedying the **breakdown and/or failure** of the gas fired **domestic central heating boiler**.
  - c) In the event that a part needs to be ordered to rectify the **breakdown** best endeavours to source this part in the quickest available time will be made. In the event that the part takes over 72 hours from the first **engineer's** visit a payment of £30 will be made towards alternative heating.
2. There can be a maximum of 2 claims under Section A during the period of insurance stated on **your** Policy Summary.



## WHAT IS NOT COVERED?

1. **Inter Partner Assistance SA** provides the services and benefits described in these terms and conditions for the period of insurance shown on **your** Policy Summary. But there are conditions and exclusions, which limit **your** cover. Please read them carefully to ensure this policy meets **your** needs.

## EXCLUSIONS

1. The following are excluded from cover:
  - a) replacing the central heating boiler;
  - b) separate gas heaters providing hot water;
  - c) LPG fuelled boilers and dual-purpose boilers (e.g. Aga, Rayburn);
  - d) descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;
  - e) gas fires except in the event of it being part of a back boiler.
2. **Inter Partner Assistance SA** shall not be liable for:
  - a) any part of the domestic central heating system (such as the hot water cylinder, radiators, cold water supply tank, its feed and outlet) other than the **domestic central heating boiler**;
  - b) any item not forming part of the **domestic central heating boiler**;
  - c) the **domestic central heating boiler** if it is **beyond economical repair** (see Definitions no. 8);
  - d) any event arising from circumstances known to **you** before the insurance began;
  - e) 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 **your domestic central heating boiler**. Such remedial and/or maintenance work will need to be carried out at **your** cost (see General Conditions no. 2);
  - f) 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**;
  - g) any loss in the event of damage occurring where the **property** has remained unoccupied for 60 or more consecutive days
  - h) loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**;
  - i) normal day-to-day maintenance of the **domestic central heating boiler** at **your property**, for which **you** are responsible. This includes the descaling of the **domestic central heating boiler**, adjustment to the timing and temperature controls of the **domestic central heating boiler**, venting (bleeding) of radiators, the addition of corrosion inhibitors, or payment for the replacement of items within **your property**, which will gradually wear out over a period of time;
  - j) replacement of parts for the **domestic gas central heating boiler** which need to be replaced as a consequence of natural wear and tear, gradual deterioration or corrosion;
  - k) the **domestic central heating boiler** in the event of spare parts not being available after a reasonable search of stockists;
  - l) any items where the replacement is only necessary as a result of changes in legislation or health and safety guidelines;
  - m) equipment which has not been installed, serviced or maintained in accordance with statutory regulations or British Standards or manufacturer's instructions;
  - n) any defect or failing which may be attributed to the original design of the gas fired **domestic central heating boiler**;
  - o) any defect, damage or breakdown caused through malicious or wilful action, negligence, misuse or third party interference including any attempted repair or modification to the **domestic central heating boiler**, which does not comply with recognised industry standards;
  - p) 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;

- q) any part of the **domestic central heating boiler** which is too difficult to access safely, for example, safe floor boarding and/or lighting is required within roof or loft spaces, or any part of the **domestic central heating boiler** 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 ;
- r) any delays caused by **our** suppliers or their agents in obtaining spare parts that are not immediately available;
- s) damage caused to the **property** and/or its contents whilst completing a repair will not be reinstated to the original condition. The **engineer** will advise if any damage is likely to occur;
- t) any costs above the limits of cover. **You** are responsible for agreeing and settling these costs directly with the engineer;
- u) any defect, loss or damage occasioned by fire, lightening, explosion, tempest, flood, earthquake, impact or other extraneous causes;
- v) any loss arising from subsidence, heave of the site or landslip caused by:
  - i) bedding down of new structures;
  - ii) demolition or structural repairs or alterations to the **property**;
  - iii) faulty workmanship or the use of defective materials;
  - iv) river or coastal erosion;
- w) 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.

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### INTER PARTNER ASSISTANCE SA - A PROMISE OF SERVICE

**We** wish to provide **you** with a very 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 9229 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.

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### OPTIONAL ANNUAL SERVICE

If **you** have purchased the optional gas boiler service **we** will arrange for an **engineer** to carry out the service of the gas fired boiler to statutory requirements, manufacturer's recommendations and relevant codes of practice. **We** will arrange with **you** a date for this boiler service during the period of cover. Please note boiler services are normally undertaken Monday to Friday, 9am to 5pm, between April and September. It is recommended that all boilers are serviced and maintained in accordance with the manufacturer's instructions.

The annual boiler service of this cover is not underwritten by **Inter Partner Assistance SA** and is not regulated by the FSA.

If **you** have a complaint relating to the annual boiler service, please phone 0800 408 9229 or write to Freepost RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall,

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### Insured Address to which this cover applies:

If any details are incorrect, please call the admin telephone number

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This information can be supplied in large print, braille or audiotape on request