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Aviva Response - Heating with excess

Terms and Conditions - effective from 25/05/2018

EXPLAINING THIS POLICY

YOUR COVER

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

This policy also provides certain non-insurance services. These elements are as follows:
- Boiler Health Check
- Annual Gas Boiler Service
- Carbon Monoxide Detector Check

Your contracts with Aviva and HomeServe

Other than the Boiler Health Check and the Annual Gas Boiler Service (which are provided by HomeServe Membership Ltd – see below), this policy is provided by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202153). You can check these details by visiting the Financial Services Register at [http://www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

The Boiler Health Check and the Annual Gas Boiler Service are provided by HomeServe Membership Limited under a separate non-insurance services contract. Registered in England, No. 2770612. Registered Office: Cable Drive, Walsall, WS2 7BN. These services are not elements of insurance and are therefore not regulated by the Financial Conduct Authority. This also means that if you have any complaint relating to these non-insured services, you may not have the right to refer the complaint to the Financial Ombudsman Service.

The following documents form these contracts. Please read them and keep them safe:
- Terms and Conditions
- Payment Schedule
- Policy Schedule; and
- Any changes to your policy contained in notices issued by us at renewal.

In return for you paying your premium, Aviva and HomeServe will provide you with the insurance cover and the non-insurance services (as set out above), subject to these terms and conditions during the policy period. The provision of insurance and non-insurance services under this policy is conditional upon you observing and fulfilling these terms and conditions.

If you have any queries, please call the customer services number 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?

HomeServe provides the claims handling service:

1. If an incident occurs at your property during the policy period, 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.

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 any applicable claims limit unless your boiler is deemed Beyond Economical Repair. 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 Policy Coverage, 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 engineer does not start work under the claim due to the incident not being covered by your policy. In the event your boiler is deemed to be Beyond Economical Repair or parts required to repair the problem are obsolete, your excess payment will not be refunded.

5. If upon making a claim your boiler is deemed to be Beyond Economic Repair, or the parts required to repair your boiler are obsolete, we will arrange for HomeServe to source, replace and install a new boiler. However, if the boiler is aged 7 years or over you will be required pay a contribution of £500 in addition to any excess.

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?

This policy is an annual contract and will continue for the policy period shown on your current Policy Schedule, unless it is cancelled by you or us before then. At the end of each policy period we may offer to renew this contract for a further year. Both you and we have certain rights to cancel your policy, and these are set out below under the heading ‘How can my policy be cancelled?’.

How can my policy be cancelled?⚠️

Your right to cancel

You have the right to cancel your policy. If you cancel within the 28 day cancellation period shown on your Policy Schedule you will be entitled to a full refund providing you have not made a claim. If you have made a claim, or you wish to cancel after the 28 day cancellation period, your policy will be cancelled at the end of the monthly period.

To cancel please call us on the customer services number on your Policy Schedule, or write to us at the Freepost address.

Our right to cancel

We may cancel this policy, where there is a valid reason for doing so, by sending at least 7 days’ written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:
- Non-payment of premium. If you fail to make a payment of premium on the due date, your policy will be suspended and you will not be able to make a claim. We 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.
- You are no longer eligible for this insurance. See ‘Am I eligible for cover?’ section in this policy document.
- Where we reasonably suspect fraud or where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the ‘What information and changes do I need to tell you about?’ section in this policy document. Upon investigation if we find your actions are deliberate or reckless we may cancel the policy immediately with no refund. We may also take legal action against you.

Unless otherwise stated above, you are only entitled to a refund of premiums for any days that have been paid for in advance and are after the date which your policy has been cancelled.

Am I eligible for cover?

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 policy.

The property must be:
- a) your permanent home, owned and solely occupied by you and your family as a private residence with no business use. Flats, maisonettes, mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered.
- b) located within the United Kingdom comprising England, Wales and Scotland (excluding Northern Ireland, the Isle of Man and the Channel Islands). Please also see the definition of property in the ‘General Definitions’ section.

The policy covers only one boiler. If your property has more than one boiler, a separate policy will be required to cover the second boiler. If applicable, please contact us to arrange cover for a second boiler.

The boiler(s) at your property must have a total power input of less than 70 KW, and be fired by natural gas (and not LPG, electric, oil or solid fuel). The gas supply pipe (from your meter) must not be more than 35mm in diameter or made of steel.
Your boiler must pass the Boiler Health Check. Please refer to the ‘Boiler Health Check’ section of this policy document for information.

Your property must not be heated by one of the following:
- a dual purpose boiler e.g. Aga, Rayburn
- a warm air heating system
- a thermal storage unit
- an Elson tank
- ground/air source system
- solar/thermal power
- combined heat and power system

What information and changes do I need to tell you about?

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy. Please tell us immediately about the following changes:
- If you change address or no longer own the property
- If your use of the property changes which means you would no longer meet the eligibility criteria for this policy as stated above under the heading ‘Am I eligible for cover?’
- If you change the heating system in your property

If you are in any doubt, please contact us on the customer services number shown on your Policy Schedule, or write to us at the Freepost address. When you inform us of a change, we will tell you how it affects your policy. If you change address and you have a policy that includes Heating we will organise for a Boiler Health Check to take place at your new property, please refer to the ‘Boiler Health Check’ section of this policy document for information.

If the information provided by you is not complete and accurate we may: cancel your policy and/or decline any claim.

How do I renew?

We will contact you in writing before your renewal date and will either:

1) Give you an opportunity to renew your policy for a further year and tell you:
   - about any changes we are making to the terms and conditions of your policy;
   - to check that the information you have provided us with is still correct, and tell us if anything has changed; and
   - the premium for next year.

Provided we offer renewal, your policy will renew automatically unless you tell us otherwise.

If you wish to make any changes at renewal, please contact us on the customer services number shown on your Policy Schedule.

or

2) Let you know that we are unable to renew your policy. Reasons may include but are not limited to:
   - the product is no longer available;
   - we have changed our eligibility criteria, and you are no longer eligible for cover.

A cancellation period of 28 days from renewal of the contract or the day on which you receive your renewal documentation, whichever is the later applies at the renewal of your insurance. Please also read “Your Right to cancel” above which explains how this works.

How can I complain?

Only the named policy holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at Aviva Response, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the customer services number shown on your policy schedule. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event within 8 weeks at the latest. If we cannot resolve your complaint within this time, we will write to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. We will give you the information you need to refer your complaint.
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

**Boiler and central heating system:** Components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls and flue.

The central heating system includes, radiators, interconnecting pipework, feed and expansion tanks and if applicable, the hot water cylinder, its associated pumps, controls and immersion heater.

**Gas supply pipe:** The pipe (up to and including 35mm in diameter) and connecting hoses running from the outlet of the gas meter up to the isolation valve of any appliance.

**Beyond Economical Repair (BER) (applies to the boiler only):** Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by HomeServe 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 Economic Repair. Please refer to Beyond Economic Repair section for details of what we will do in these situations.

**Obsolete parts:** HomeServe use reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system HomeServe find that the relevant manufacturer’s spare parts are not readily available after a search of all its stockists or that parts may be available but will take longer than 28 days to source, HomeServe will not be able to complete your repair. Please refer to obsolete parts section for details of what we will do in these situations.

**BOILER HEALTH CHECK**

Your policy includes provision for a Boiler Health Check which will be carried out by HomeServe within the first 90 days of the start date of your policy. The Boiler Health Check will include a check of your boiler and central heating system to assess whether your boiler and central heating system pass our eligibility criteria, and is free of pre-existing problems detailed below. Provided your boiler and central heating system pass the Boiler Health Check, HomeServe will carry out your first Annual Gas Boiler Service at the same time.

The Boiler Health Check can be booked at the time when you purchase this policy. If for any reason you are unable to book the Boiler Health Check, HomeServe will contact you to arrange this.

If HomeServe are unable to carry out the Boiler Health Check, we won’t cover your boiler or central heating system.

If you report a problem with your boiler and/or central heating system before the Boiler Health Check has been completed, the Boiler Health Check will be carried out when HomeServe attend to assess the problem. Your boiler and central heating system will need to pass the Boiler Health Check before a repair can be carried out under this policy.

If during your Boiler Health Check HomeServe identify any pre-existing problems detailed below, your boiler and central heating system will not pass the Boiler Health Check and we will be unable to offer any cover for the boiler or central heating system until the pre-existing problems are fixed.

Pre-existing problems:

- The boiler is Beyond Economic Repair
- Maintenance work is required
- The boiler is one that we are unable to service or source parts for
- The condition of the boiler and/or central heating system does not meet our required standard

In the event that a pre-existing problem is identified, you will be advised of what work needs to be completed, by when, and where possible HomeServe will provide you with a quote to complete the necessary work, if you wish them to do so.

If an external company undertakes this work for you, please provide us with written evidence of the completed work in order cover can be reinstated on your boiler and/or central heating system.

To avoid paying for cover that you don’t have, you should get the necessary work completed as soon as possible. It is your responsibility to get the necessary work completed within 28 days of notification, so that the cover on your boiler and central heating system can be reinstated.

If this work is not completed within 28 days, your Heating cover will be cancelled and you will be entitled to full refund of any associated premiums paid. Alternatively, we may be able to provide a different level of cover without Heating cover.
### What is included?
- Full inspection of the chimney structure
- Inspection and cleaning of the burner, combustion chamber, any injectors and heat exchanger
- Check the integrity of the flue liner, flue, flue connections and flue supports
- Ensure that any condensate traps and drains are free from debris (this does not include sludge/scale/rust within the system)
- Testing the appliance in accordance with the manufacturer's instructions to ensure:
  - The heat input and/or operating pressure are correct
  - The effectiveness of the flue
  - That all ventilation requirements are to current standards
  - That the appliance is safe for continuous use
- Final combustion analysis and measurement against tolerances set by the manufacturer's instructions
- A test of all disturbed gas connections
- Carry out functional testing of heating and hot water
- A visual inspection of any other encountered gas appliances
- Written notification of any gas safety defects which may affect the safe operation of your appliances
- An assessment of your current heating controls and best practice advice regarding energy efficiency
- The servicing of a system filter (if there is already one in place). HomeServe will however not repair or replace a system filter.

### What isn't included?
- Any maintenance or remedial work that is not part of your service as described above;
- A test of the gas installation pipe work, unless there is a known or suspected escape of gas.

### CARBON MONOXIDE DETECTOR CHECK

Whilst carrying out your Annual Gas Boiler Service, if you have a battery operated carbon monoxide detector (located in the same room as the boiler) which has ‘check sensor’ functionality, HomeServe will service it to ensure it is in good working order.

If your existing carbon monoxide detector is faulty, we will replace it with a battery operated carbon monoxide detector as part of your insurance. The replacement will not count towards your claims limit. If you have a policy with an excess, you will not be required to pay the excess.

If you do not have a carbon monoxide detector or if you do have one but it does not have ‘check sensor’ functionality or it is not positioned in accordance with current regulations, we will provide one free of charge as an additional benefit for being an Aviva customer.

If your incident is an emergency, your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.

### GAS SUPPLY PIPE COVER

#### What is covered?
- A leak in your gas supply pipe.
- A visual inspection of any other encountered gas appliances
- Written notification of any gas safety defects which may affect the safe operation of your appliances
- An assessment of your current heating controls and best practice advice regarding energy efficiency
- The servicing of a system filter (if there is already one in place). HomeServe will however not repair or replace a system filter.

#### Claims Limit
- Up to £4,000 per claim
- No limit to the number of claims

#### Clarification of service
If during your Annual Gas Boiler Service HomeServe identify a fault, they will carry out a repair provided it is covered by this policy. Such repair will count towards your claims limit. If you have a policy with an excess, you will be required to pay the excess before they carry out the repair. If maintenance work is identified, they will advise you. Where safety defects are identified, HomeServe will follow the current Gas Industry Unsafe Situation Procedure. This may mean that the boiler cannot be used until the issues are rectified.

#### When will my Annual Gas Boiler Service happen?
Your Annual Service will usually be completed between April and September. When your Annual Gas Boiler Service is due, HomeServe will make up to 3 attempts to contact you to arrange the service. If HomeServe are unable to make contact with you and therefore cannot complete your Annual Gas Boiler Service, you will not be eligible for a refund of the Annual Gas Boiler Service. You can however contact us to arrange the service within the remaining period of cover.

#### What isn't covered?
- a) servicing, provision or replacement of permanently wired carbon monoxide detectors;
- b) servicing, provision or replacement of a carbon monoxide detector that is in a different room to where the boiler is located.

#### Reinstatement – under gas supply pipe repairs, we will reinstate any hard flooring or plasterwork, within the claims limit. However, this will not include reinstating or replacing floor coverings, fixtures or fittings to their original standards.

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

#### a) external gas supply pipe (because it is the responsibility of the National Grid);
#### b) any appliance connected to the gas supply pipe;
#### c) gas supply pipe that is more than 35mm in diameter and/or made of steel;
#### d) anything listed in the ‘General Exclusions’ section.
**BOILER AND CENTRAL HEATING COVER**

<table>
<thead>
<tr>
<th>What is Covered?</th>
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<tbody>
<tr>
<td>A leak within or breakdown of your boiler and/or central heating system.</td>
</tr>
<tr>
<td>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 central heating system.</td>
</tr>
</tbody>
</table>

Examples of claims covered:
- Breakdown of the boiler and/or central heating system
- Repair/replacement of a leaking water tank or cylinder and any pumps and controls associated with it
- Replace leaking radiator or radiator valve
- Replace heat exchanger
- Replace boiler zone valve
- Boilers which make an excessive noise
- Repair/replacement of an immersion heater
- Replacement of faulty carbon monoxide detector

<table>
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<tr>
<th>Temporary Heaters</th>
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<tbody>
<tr>
<td>If you have no source of heating, two temporary electrical heaters will be delivered to your home, in the event that HomeServe are unable to attend within the same day or next day of your claim being raised. The heaters need not be returned to us. The running costs of the heaters are not covered. Please bear in mind that these heaters are only temporary and should not be used as a permanent source of heating.</td>
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<tr>
<th>Claims Limit</th>
<th>Response</th>
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<tbody>
<tr>
<td>- There is no limit to the amount we will pay per claim, providing your boiler is not Beyond Economic Repair or the parts required to repair it are obsolete.</td>
<td>If your incident is an emergency, your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.</td>
</tr>
<tr>
<td>- No limit to the number of claims</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What isn't covered?</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) boilers that require specialist work such as; Ideal Istor, Chaffoteaux Brittany Combi, Servowarm: Savannah, Select, Sorrento, Supreme, XLF, Saxon and Elite models, all Gledhill and Ferroli models;</td>
</tr>
<tr>
<td>b) repairing a boiler or any part of it, which is Beyond Economic Repair, or where the parts required to repair it are obsolete;</td>
</tr>
<tr>
<td>c) elson tanks, thermal storage units (e.g. Gledhill Boilermate, Potterton Powermax or Potterton Promax Store) or their controls;</td>
</tr>
<tr>
<td>d) separate gas heaters providing hot water;</td>
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<tr>
<td>e) LPG gas/oil systems;</td>
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<tr>
<td>f) warm air heating system;</td>
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<tr>
<td>g) underfloor heating and its associated pumps and controls;</td>
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<tr>
<td>h) fan convector heating;</td>
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<tr>
<td>i) dual-purpose boilers (e.g. AGA, Rayburn);</td>
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<tr>
<td>j) combined heat and power systems;</td>
</tr>
<tr>
<td>k) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;</td>
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<tr>
<td>l) any other gas appliance (with the exception of gas fires forming part of a back boiler);</td>
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<tr>
<td>m) a breakdown when an engineer has previously identified that remedial/maintenance work is required to prevent a future breakdown;</td>
</tr>
<tr>
<td>n) any part of the boiler and/or system which is not possible for the engineer to work on safely;</td>
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<tr>
<td>o) 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;</td>
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<tr>
<td>p) frozen pipes within the system which have not resulted in a leak or permanent blockage;</td>
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<tr>
<td>q) adjustment of timing and temperature controls;</td>
</tr>
<tr>
<td>r) venting of radiators;</td>
</tr>
<tr>
<td>s) repairing or a like for like replacement of a non-standard radiator (e.g. heated towel rails, cast-iron, decorative, customised, or those which curve with the profile of a wall). In these instances we will either supply and fit a standard radiator, or fit a non-standard radiator bought by you (in which case we only accept responsibility for our workmanship and not any faults with the non-standard radiator);</td>
</tr>
<tr>
<td>t) repairing or a like for like replacement of internet connected controls, thermostats &amp; valves. In the event that a replacement is required to resolve a breakdown, our choice of parts will be fitted;</td>
</tr>
<tr>
<td>u) solid fuel heating systems;</td>
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<tr>
<td>v) electrical heating systems;</td>
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<tr>
<td>w) anything listed in the ‘General Exclusions’ section.</td>
</tr>
</tbody>
</table>

**Obsolete parts and BER**

If upon making a claim your boiler is deemed to be Beyond Economic Repair, or the parts required to repair your boiler are obsolete, we will arrange for HomeServe to source, replace and install a new boiler. However, if the boiler is aged 7 years or over you will be required pay a contribution of £500 in addition to any excess.

The new boiler will provide the same heating and hot water requirements as your existing boiler and will match your existing type of boiler i.e. a combination boiler will be replaced with a combination boiler and a ‘heat only’ boiler will be replaced with a ‘heat only’ boiler. System upgrade costs are therefore not included. We cannot guarantee the same make or model or that the replacement boiler will be fitted in the same place. Replacements will meet all current statutory requirements.

If we are unable to contact you once your boiler has been deemed to be Beyond Economic Repair, we will write to you giving you 14 days to contact us to advise us if you wish to proceed with a replacement boiler and installation by HomeServe. Once your boiler has been replaced or if you have not contacted us, your Heating cover will be removed from your policy and any monthly premiums will be adjusted accordingly (calculated daily from the date of change) for the remaining cover. If your policy provided Heating cover only it will be cancelled in accordance with the procedure outlined in section A, under the heading ‘Our right to cancel’.

**Maintenance work**

HomeServe, when dealing with your system may complete the repair but diagnose that additional essential maintenance work is required to your boiler and/or central heating system in order to prevent a future breakdown. For example: maintenance work can include circumstances where there is a build up of sludge/scale/rust resulting in your boiler and/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 conditions**

We reserve the right to assess your boiler upon providing you with reasonable notice. 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.
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.

Claims limit: The maximum amount that we will pay for each claim as set out in the relevant policy coverage section of this policy. Any claims limit referred to in this policy includes labour, materials and VAT, as applicable.

Claims number: The telephone number to call when you wish to make a claim. The number is shown on your Policy Schedule.

Customer services number: The telephone number to call when you have any questions about your policy. The number is shown on your Policy Schedule.

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

- a) risk to your health; or
- b) risk of loss 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 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 ‘policy period’. Provided your policy is renewed before the expiry of your policy, there will be no exclusion period at renewal.

FCA: Financial Conduct Authority

Freepost address: Freepost RLYC-LXAL-GEEH, Aviva Response, Customer Admin Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

HomeServe: HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN. Registered in England, No. 2770612.

Policy: Your Aviva Response policy to which these terms and conditions and the current Policy Schedule relate.

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 for your policy as shown in your current Policy Schedule, consisting of a sum for the insurance contract between you and Aviva, any applicable insurance premium tax, plus, where relevant, any additional non-insured service related charges (which will include VAT).

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 ‘Am I eligible for cover?’ in the Explaining this policy section.

We/us/our/Aviva: Aviva Insurance Limited Pitheavlis, Perths, PH2 0NH registered in Scotland, 2116. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The regulatory status of Aviva Insurance Limited can be checked by visiting the FCA’s website www.FCA.org.uk/register or by contacting the FCA on 0800 111 6768.

You/your: The policyholder(s) named on the current Policy Schedule.

GENERAL EXCLUSIONS

The following are also excluded from cover:

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) repairs which put the health and safety of our engineers and safety of work 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) like for like parts, or 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 unless this is limited to the installation of a non-standard radiator supplied by you;

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) indirect costs, loss or damage 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;
**PERSONAL INFORMATION**

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Sytton, Leicester, LE7 1PD.

The data controllers responsible for this personal information are Aviva Insurance Limited as the insurer of the product. Additional data controllers include Aviva UK Digital Limited, who are responsible for the sale and distribution of the product and HomeServe Membership Limited in respect of the provision of any non-insured services and for the purposes of ensuring you do not have duplicate cover.

**PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT**

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal;
- to support legitimate interests that we have as a business. We need this to:
  - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
  - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you,
  - to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
  - to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We will also share your data with HomeServe Membership Limited as part of the sales process for the purpose of checking that you do not have duplicate cover in place with HomeServe.

We may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.

The personal information we collect and use will include name, address, financial information and details of your home. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. We’ll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us -see the “Contacting us” section below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your home within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.
Credit Reference Agency Searches
To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.
The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

On-line information
When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

How we share your personal information with others
We may share your personal information:
- with the Aviva group, our agents and third parties who provide services to us, HomeServe and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services;
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation; and
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes.

Some of the organisations we share information with may be located outside of the European Economic Area (“EEA”). We’ll always take steps to ensure that any transfer of information outside of the EEA is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing
We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you or tell us to stop marketing to you, you can do so in the following ways:
- Update in MyAviva
- Contact us by:
  - phone: 01603 622200 or +44 1603 604999 (from abroad)
  - email: helpdesk@aviva.co.uk
  - Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

How long we keep your personal information for
We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes. We will also use this information for marketing purposes.

Your rights
You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us (see “Contacting us” below).

Contacting us
If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to them at Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible.

You also have the right to lodge a complaint with the Information Commissioners Office at any time.

This information can be supplied in large print, braille or audio on request.
Aviva Response - Heating and Plumbing with excess

Terms and Conditions - effective from 25/05/2018

EXPLAINING THIS POLICY

YOUR COVER

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

This policy also provides certain non-insurance services. These elements are as follows:
- Boiler Health Check
- Annual Gas Boiler Service
- Carbon Monoxide Detector Check

Your contracts with Aviva and HomeServe

Other than the Boiler Health Check and the Annual Gas Boiler Service (which are provided by HomeServe Membership Ltd – see below), this policy is provided by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202153). You can check these details by visiting the Financial Services Register at http://www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

The Boiler Health Check and the Annual Gas Boiler Service are provided by HomeServe Membership Limited under a separate non-insurance services contract. Registered in England, No. 2770612. Registered Office: Cable Drive, Walsall, WS2 7BN. These services are not elements of insurance and are therefore not regulated by the Financial Conduct Authority. This also means that if you have any complaint relating to these non-insured services, you may not have the right to refer the complaint to the Financial Ombudsman Service.

The following documents form these contracts. Please read them and keep them safe:
- Terms and Conditions
- Payment Schedule
- Policy Schedule; and
- Any changes to your policy contained in notices issued by us at renewal.

In return for you paying your premium, Aviva and HomeServe will provide you with the insurance cover and the non-insurance services (as set out above), subject to these terms and conditions during the policy period. The provision of insurance and non-insurance services under this policy is conditional upon you observing and fulfilling these terms and conditions.

If you have any queries, please call the customer services number 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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How do I make a claim?

HomeServe provides the claims handling service:

1. If an incident occurs at your property during the policy period, 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.

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 any applicable claims limit unless your boiler is deemed Beyond Economical Repair. 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 Policy Coverage, 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 engineer does not start work under the claim due to the incident not being covered by your policy. If in the event your boiler is deemed to be Beyond Economical Repair or parts required to repair the problem are obsolete, your excess payment will not be refunded.

5. If upon making a claim your boiler is deemed to be Beyond Economic Repair, or the parts required to repair your boiler are obsolete, we will arrange for HomeServe to source, replace and install a new boiler. However, if the boiler is aged 7 years or over you will be required pay a contribution of £500 in addition to any excess.

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?

This policy is an annual contract and will continue for the policy period shown on your current Policy Schedule, unless it is cancelled by you or us before then. At the end of each policy period we may offer to renew this contract for a further year. Both you and we have certain rights to cancel your policy, and these are set out below under the heading ‘How can my policy be cancelled?’.

How can my policy be cancelled?⚠️

Your right to cancel

You have the right to cancel your policy. If you cancel within the 28 day cancellation period shown on your Policy Schedule you will be entitled to a full refund providing you have not made a claim. If you have made a claim, or you wish to cancel after the 28 day cancellation period, your policy will be cancelled at the end of the monthly period.

To cancel please call us on the customer services number on your Policy Schedule, or write to us at the Freepost address.

Our right to cancel

We may cancel this policy, where there is a valid reason for doing so, by sending at least 7 days’ written notice to your last known postal and /or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium. If you fail to make a payment of premium on the due date, your policy will be suspended and you will not be able to make a claim. We 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.

- You are no longer eligible for this insurance. See ‘Am I eligible for cover?’ section in this policy document.

- Where we reasonably suspect fraud or where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the ‘What information and changes do I need to tell you about?’ section in this policy document. Upon investigation if we find your actions are deliberate or reckless we may cancel the policy immediately with no refund. We may also take legal action against you.

Unless otherwise stated above, you are only entitled to a refund of premiums for any days that have been paid for in advance and are after the date which your policy has been cancelled.

Am I eligible for cover?

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 policy.

The property must be:

a) your permanent home, owned and solely occupied by you and your family as a private residence with no business use. Flats, maisonettes, mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered.

b) located within the United Kingdom comprising England, Wales and Scotland (excluding Northern Ireland, the Isle of Man and the Channel Islands).

Please also see the definition of property in the ‘General Definitions’ section.

The policy covers only one boiler. If your property has more than one boiler, a separate policy will be required to cover the second boiler. If applicable, please contact us to arrange cover for a second boiler.

The boiler(s) at your property must have a total power input of less than 70 KW, and be fired by natural gas (and not LPG, electric, oil or solid fuel). The gas supply pipe (from your meter) must not be more than 35mm in diameter or made of steel.

Your boiler must pass the Boiler Health Check. Please refer to the ‘Boiler Health Check’ section of this policy document for information.
Your property must not be heated by one of the following:

a) a dual purpose boiler e.g. Aga, Rayburn
b) a warm air heating system
c) a thermal storage unit
d) an Elson tank
e) ground/air source system
f) solar/thermal power
g) combined heat and power system

What information and changes do I need to tell you about?

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

Please tell us immediately about the following changes:

- If you change address or no longer own the property
- If your use of the property changes which means you would no longer meet the eligibility criteria for this policy as stated above under the heading ‘Am I eligible for cover?’
- If you change the heating system in your property

If you are in any doubt, please contact us on the customer services number shown on your Policy Schedule, or write to us at the Freepost address.

When you inform us of a change, we will tell you how it affects your policy. If you change address and you have a policy that includes Heating we will organise for a Boiler Health Check to take place at your new property, please refer to the ‘Boiler Health Check’ section of this policy document for information.

If the information provided by you is not complete and accurate we may: cancel your policy and/or decline any claim.

How do I renew?

We will contact you in writing before your renewal date and will either:

1) Give you an opportunity to renew your policy for a further year and tell you:
   - about any changes we are making to the terms and conditions of your policy;
   - to check that the information you have provided us with is still correct, and tell us if anything has changed; and
   - the premium for next year.

Provided we offer renewal, your policy will renew automatically unless you tell us otherwise.

If you wish to make any changes at renewal, please contact us on the customer services number shown on your Policy Schedule.

or

2) Let you know that we are unable to renew your policy. Reasons may include but are not limited to:
   - the product is no longer available;
   - we have changed our eligibility criteria, and you are no longer eligible for cover.

A cancellation period of 28 days from renewal of the contract or the day on which you receive your renewal documentation, whichever is the later applies at the renewal of your insurance. Please also read “Your Right to cancel” above which explains how this works.

How can I complain?

Only the named policy holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at Aviva Response, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the customer services number shown on your policy schedule. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event within 8 weeks at the latest. If we cannot resolve your complaint within this time, we will write to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. We will give you the information you need to refer your complaint.
B. POLICY COVERAGE

HEATING

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

Boiler and central heating system: Components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls and flue.

The central heating system includes, radiators, interconnecting pipework, feed and expansion tanks and if applicable, the hot water cylinder, its associated pumps, controls and immersion heater.

Gas supply pipe: The pipe (up to and including 35mm in diameter) and connecting hoses running from the outlet of the gas meter up to the isolation valve of any appliance.

Beyond Economical Repair (BER) (applies to the boiler only): Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by HomeServe 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 Economic Repair. Please refer to Beyond Economic Repair section for details of what we will do in these situations.

Obsolete parts: HomeServe use reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system HomeServe find that the relevant manufacturer’s spare parts are not readily available after a search of all its stockists or that parts may be available but will take longer than 28 days to source, HomeServe will not be able to complete your repair. Please refer to obsolete parts section for details of what we will do in these situations.

BOILER HEALTH CHECK

Your policy includes provision for a Boiler Health Check which will be carried out by HomeServe within the first 90 days of the start date of your policy.

The Boiler Health Check will include a check of your boiler and central heating system to assess whether your boiler and central heating system pass our eligibility criteria, and is free of pre-existing problems detailed below. Provided your boiler and central heating system pass the Boiler Health Check, HomeServe will carry out your first Annual Gas Boiler Service at the same time.

The Boiler Health Check can be booked at the time when you purchase this policy. If for any reason you are unable to book the Boiler Health Check, HomeServe will contact you to arrange this.

If HomeServe are unable to carry out the Boiler Health Check, we won’t cover your boiler or central heating system.

If you report a problem with your boiler and/or central heating system before the Boiler Health Check has been completed, the Boiler Health Check will be carried out when HomeServe attend to assess the problem. Your boiler and central heating system will need to pass the Boiler Health Check before a repair can be carried out under this policy.

If during your Boiler Health Check HomeServe identify any pre-existing problems detailed below, your boiler and central heating system will not pass the Boiler Health Check and we will be unable to offer any cover for the boiler or central heating system until the pre-existing problems are fixed.

Pre-existing problems:

- The boiler is Beyond Economic Repair
- Maintenance work is required
- The boiler is one that we are unable to service or source parts for
- The condition of the boiler and/or central heating system does not meet our required standard

In the event that a pre-existing problem is identified, you will be advised of what work needs to be completed, by when, and where possible HomeServe will provide you with a quote to complete the necessary work, if you wish them to do so.

If an external company undertakes this work for you, please provide us with written evidence of the completed work in order cover can be reinstated on your boiler and/or central heating system.

To avoid paying for cover that you don’t have, you should get the necessary work completed as soon as possible. It is your responsibility to get the necessary work completed within 28 days of notification, so that the cover on your boiler and central heating system can be reinstated.

If this work is not completed within 28 days, your Heating cover will be cancelled and you will be entitled to full refund of any associated premiums paid. Alternatively, we may be able to provide a different level of cover without Heating cover.
ANNUAL GAS BOILER SERVICE

The Annual Gas Boiler Service will be completed by HomeServe in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer’s instructions for your boiler. Please make sure that you have the manufacturer’s instructions available for when HomeServe attend.

What is included?

✓ A full inspection of the entire chimney structure
✓ Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger
✓ Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes
✓ Checking the integrity of all seals and gaskets
✓ Ensure that any condensate traps and drains are free from debris (this does not include sludge, scale, rust within the system)
✓ Testing the appliance in accordance with the manufacturer’s instructions to ensure:
  - The heat input and/or operating pressure are correct
  - The effectiveness of the flue
  - That all ventilation requirements are to current standards
  - The correct operation of all safety devices and that the boiler is safe for continuous use
✓ A final combustion analysis and measurement against tolerances set by the manufacturer’s instructions
✓ A test of all disturbed gas connections
✓ Carry out functional testing of heating and hot water
✓ A visual inspection of any other encountered gas appliances
✓ Written notification of any gas safety defects which may affect the safe operation of your appliances
✓ An assessment of your current heating controls and best practice advice regarding energy efficiency
✓ The servicing of a system filter (if there is already one in place). HomeServe will however not repair or replace a system filter.

What isn’t included?

a) Any maintenance or remedial work that is not part of your service as described above;
b) A test of the installation pipe work, unless there is a known or suspected escape of gas.

Clarification of service

If during your Annual Gas Boiler Service HomeServe identify a fault, they will carry out a repair provided it is covered by this policy. Such repair will count towards your claims limit. If you have a policy with an excess, you will be required to pay the excess before they carry out the repair. If maintenance work is identified, they will advise you.

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

When will my Annual Gas Boiler Service happen?

Your Annual Service will usually be completed between April and September.

When your Annual Gas Boiler Service is due, HomeServe will make up to 3 attempts to contact you to arrange the service. If HomeServe are unable to make contact with you and therefore cannot complete your Annual Gas Boiler Service, you will not be eligible for a refund of the Annual Gas Boiler Service. You can however contact us to arrange the service within the remaining period of cover.

CARBON MONOXIDE DETECTOR CHECK

Whilst carrying out your Annual Gas Boiler Service, if you have a battery operated carbon monoxide detector (located in the same room as the boiler) which has ‘check sensor’ functionality, HomeServe will service it to ensure it is in good working order.

If your existing carbon monoxide detector is faulty, we will replace it with a battery operated carbon monoxide detector as part of your insurance. The replacement will not count towards your claims limit. If you have a policy with an excess, you will not be required to pay the excess.

If you do not have a carbon monoxide detector or if you do have one but it does not have ‘check sensor’ functionality or it is not positioned in accordance with current regulations, we will provide one free of charge as an additional benefit for being an Aviva customer.

Please note, if the safest place for the detector requires it to be permanently attached to a wall, HomeServe are not liable for any damage, unless HomeServe have been negligent.

What isn’t included?

a) servicing, provision or replacement of permanently wired carbon monoxide detectors;
b) servicing, provision or replacement of a carbon monoxide detector that is in a different room to where the boiler is located.

GAS SUPPLY PIPE COVER

What is covered?

A leak in your gas supply pipe.

Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the damaged section of your gas supply pipe.

Examples of claims covered:

✓ Leaking gas supply pipe
✓ Leaking gas supply hose connecting to a gas cooker

Reinstatement – under gas supply pipe repairs, we will reinstate any hard flooring or plasterwork, within the claims limit. However, this will not include reinstating or replacing floor coverings, fixtures or fittings to their original standards.

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

Claims Limit

- Up to £4,000 per claim
- No limit to the number of claims

Response

If your incident is an emergency, your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.

What isn’t covered?

a) external gas supply pipe (because it is the responsibility of the National Grid);
b) any appliance connected to the gas supply pipe;
c) gas supply pipe that is more than 35mm in diameter and/or made of steel;
d) anything listed in the ‘General Exclusions’ section.
**BOILER AND CENTRAL HEATING COVER**

### What is Covered?
A leak within or breakdown of your boiler and/or central heating 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 central heating system.

**Examples of claims covered:**
- Breakdown of the boiler and/or central heating system
- Repair/replacement of a leaking water tank or cylinder and any pumps and controls associated with it
- Replace leaking radiator or radiator valve

**Examples of claims not covered:**
- Replacement of faulty carbon monoxide detector
- Replace heat exchanger
- Replace boiler zone valve
- Boilers which make an excessive noise
- Repair/replacement of an immersion heater

### What isn’t covered?
- Boilers that require specialist work such as: Ideal Istor, Chaffoteaux Britany Combi, Servowarm: Savannah, Select, Sorrento, Supreme, XLF, Saxon and Elite models, all Gledhill and Ferroli models;
- Repairs a boiler or any part of it, which is Beyond Economic Repair, or where the parts required to repair it are obsolete;
- Elson tanks, thermal storage units (e.g. Gledhill Boilermate, Potterton Powermax or Potterton Promax Store) or their controls;
- Separate gas heaters providing hot water;
- LPG gas/oil systems;
- Warm air heating system;
- Underfloor heating and its associated pumps and controls;
- Fan convector heating;
- Dual-purpose boilers (e.g. AGA, Rayburn);
- Combined heat and power systems;
- Sludge/scale/rust within the system or damage caused by any other chemical composition of the water;
- Any other gas appliance (with the exception of gas fires forming part of a back boiler);
- A breakdown when an engineer has previously identified that remedial/maintenance work is required to prevent a future breakdown;
- Any part of the boiler and/or system which is not possible for the engineer to work on safely;
- 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;
- Frozen pipes within the system which have not resulted in a leak or permanent blockage;
- Adjustment of timing and temperature controls;
- Venting of radiators;
- Repairing or a like for like replacement of a non-standard radiator (e.g. heated towel rails, cast-iron, decorative, customised, or those which curve with the profile of a wall). In these instances we will either supply and fit a standard radiator, or fit a non-standard radiator bought by you (in which case we only accept responsibility for our workmanship and not any faults with the non-standard radiator);
- Repairing or a like for like replacement of internet connected controls, thermostats & valves. In the event that a replacement is required to resolve a breakdown, our choice of parts will be fitted;
- Solid fuel heating systems;
- Electrical heating systems;
- Anything listed in the ‘General Exclusions’ section.

### Obsolete parts and BER
If upon making a claim your boiler is deemed to be Beyond Economic Repair, or the parts required to repair your boiler are obsolete, we will arrange for HomeServe to source, replace and install a new boiler. However, if the boiler is aged 7 years or over you will be required pay a contribution of £500 in addition to any excess.

The new boiler will provide the same heating and hot water requirements as your existing boiler and will match your existing type of boiler i.e. a combination boiler will be replaced with a combination boiler and a ‘heat only’ boiler will be replaced with a ‘heat only’ boiler. System upgrade costs are therefore not included. We cannot guarantee the same make or model or that the replacement boiler will be fitted in the same place. Replacements will meet all current statutory requirements.

If we are unable to contact you once your boiler has been deemed to be Beyond Economic Repair, we will write to you giving you 14 days to contact us to advise us if you wish to proceed with a replacement boiler and installation by HomeServe. Once your boiler has been replaced or if you have not contacted us, your Heating cover will be removed from your policy and any monthly premiums will be adjusted accordingly (calculated daily from the date of change) for the remaining cover. If your policy provided Heating cover only it will be cancelled in accordance with the procedure outlined in section A, under the heading ‘Our right to cancel’.

### Maintenance work
HomeServe, when dealing with your system may complete the repair but diagnose that additional essential maintenance work is required to your boiler and/or central heating system in order to prevent a future breakdown. For example: maintenance work can include circumstances where there is a build up of sludge/scale/rust resulting in your boiler and/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 conditions
We reserve the right to assess your boiler upon providing you with reasonable notice. 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.
PLUMBING

Cover definitions

Plumbing and Drainage: the water pipework, taps, stop taps, water storage, drainage (internal and external) and waste pipes within your property for which you are legally responsible.

External Water Supply Pipe: the freshwater pipe that connects your property to the mains water supply up to and including the property’s internal stop tap. In England and Wales, this includes the pipe from the junction with the mains services. Therefore this can include any section of the pipe where it is on private land outside your property boundary up to the public highway, but only if you have a legal right of access to the pipe on such private land, and in relation to any section of pipe under the public highway only if you have this extra legal responsibility. In Scotland, your responsibility ends at your property boundary.

Reinstatement

Plumbing and drainage - Temporary reinstatement: the re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

External water supply pipe - Reinstatement: repairs required to re-instate (put right) the damage caused by any excavations necessary to access the water supply pipe. This includes the reinstatement of tarmac, concrete, block paving and lawns.

An exact match to the existing surface cannot be guaranteed and we will only reinstate the area that is damaged. Where we are able to carry out permanent reinstatement work this will be part of the regular claims limit amount. We use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces; however if the reinstatement requires non-standard construction materials and/or methods and skills we will make the ground safe and reimburse to you the reasonable costs you have to pay for reinstatement up to the claims limit, provided you can provide the appropriate receipts. To allow for settlement of the ground following excavations, the reinstatement works may not be carried out immediately.

Additional information

What is covered?

Plumbing and drainage: You are covered for incidents relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blockages; repairing taps; restoring toilet facilities; repairing leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear by clearing the drain or repairing or replacing the damaged section of waste pipe. This will include the temporary reinstatement of any excavations carried out as part of the claim.

External water supply pipe: You are also covered for a leak or blockage in your water supply pipe. An engineer will locate the leak or blockage and repair, replace or unblock the affected section of the water supply pipe. This will include the reinstatement of any excavations carried out as part of the claim.

Examples of claims covered

- Repairs to leaking pipes or joints
- Repairs to a water leak from central heating pipes and radiator valves
- Repairs to a non-flushing toilet
- Clearance of a blocked sink, toilet or waste pipe
- Repairs to washing machine and dishwasher flexible pipes
- Repairs to dripping or seized taps
- Repairs to leaking overflow pipes
- Unblocking of a waste or rainwater drain
- Repairs to a blocked or leaking drainage pipe
- Repairs to a leaking soil vent pipe
- Repairs to a leaking and/or blocked water supply pipe
- Repairs to a leaking and/or seized internal stop tap

Claims limit

- Up to £4,000 per claim
- No limit to the number of claims

Response

If your incident is an emergency (including internal leaks which cannot be controlled), your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.

What isn’t covered?

a) frozen pipes which have not resulted in a leak or permanent blockage;
b) showers including the shower unit, controls, outlet or shower head;
c) domestic appliances;
d) replacement of sanitary ware (e.g. basins and toilet bowls);
e) the replacement of a tap (unless necessary as part of a repair);
f) any costs of water lost during a leak;
g) quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;
h) external guttering, rainwater downpipes and soakaways;
i) drains/sewers that you do not have sole responsibility for (including shared drains within your property);
j) drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc.) at your own cost;
k) the external stop valve connection to the water mains supply (because it is the water company’s responsibility);
l) where there is no evidence of a blockage, a leak or damage on the water supply pipe;
m) costs which exceed your fair share of the cost of any work undertaken by us under the terms of this policy on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies). The fair share will be calculated as the total cost of the work divided by the number of parties (including you) that are responsible for the water supply pipe and benefit from the repair;
n) any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by our engineers;
o) anything listed in the ‘General Exclusions’ section.

We will not cover any additional repair work, for example, a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring, this is not covered. If any loss, damage or expense covered under the Plumbing and Drainage and External Water Supply Pipe section of your 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 of any claim, calculated on a proportionate basis based on the amount of cover for the claim under this policy and the amount of cover under any other contract.
The following are also excluded from cover:

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) 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) like for like parts, or 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 unless this is limited to the installation of a non-standard radiator supplied by you;
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) indirect costs, loss or damage 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) the following are not covered:
   i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves,
   ii. water softeners;
   iii. waste disposal units, macerators;
   iv. air conditioning units;
   v. cesspits, septic tanks and any outflow pipes;
   vi. vacuum drainage systems;
   vii. swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
   viii. ground, air and water source heat pump systems;
   ix. 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

Repairs and parts guarantee
Under this policy, the workmanship and any part(s) supplied and used by us to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out. Your statutory rights are not affected.

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 your claim being dealt with promptly.

Overlapping cover
Depending on the covers you have selected, your Aviva Response policy may contain elements of overlapping cover. In these instances 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.

The law that applies to this policy
This agreement is governed by the laws of England and Wales, except where you and we agree otherwise or where at the date of the contract you are resident in Scotland, in which case the laws of that country will apply. All correspondence will be in English.

Financial Services Compensation Scheme
Aviva is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme arrangement is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.
Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

The data controllers responsible for this personal information are Aviva Insurance Limited as the insurer of the product. Additional data controllers include Aviva UK Digital Limited, who are responsible for the sale and distribution of the product and HomeServe Membership Limited in respect of the provision of any non-insured services and for the purposes of ensuring you do not have duplicate cover.

**Personal information we collect and how we use it**

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal;
- to support legitimate interests that we have as a business. We need this to:
  - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
  - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you,  
  - to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
  - to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We will also share your data with HomeServe Membership Limited as part of the sales process for the purpose of checking that you do not have duplicate cover in place with HomeServe.

We may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.

The personal information we collect and use will include name, address, financial information and details of your home. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us -see the “Contacting us” section below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your home within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

**Credit Reference Agency Searches**

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

**On-line information**

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

**How we share your personal information with others**

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, HomeServe and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services;
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation; and
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes.

Some of the organisations we share information with may be located outside of the European Economic Area (“EEA”). We’ll always take steps to ensure that any transfer of information outside of the EEA is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.
**Marketing**

We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you or tell us to stop marketing to you, you can do so in the following ways:

- Update in MyAviva
- Contact us by:
  - phone: 01603 622200 or +44 1603 604999 (from abroad)
  - email: helpdesk@aviva.co.uk
  - Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

**How long we keep your personal information for**

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes. We will also use this information for marketing purposes.

**Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us (see “Contacting us” below).

**Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to them at Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible.

You also have the right to lodge a complaint with the Information Commissioners Office at any time.

This information can be supplied in large print, braille or audio on request.
Aviva Response - Heating, Plumbing, Electrics and Security with excess

Terms and Conditions - effective from 25/05/2018

EXPLAINING THIS POLICY

YOUR COVER

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

This policy also provides certain non-insurance services. These elements are as follows:
- Boiler Health Check
- Annual Gas Boiler Service
- Carbon Monoxide Detector Check

Your contracts with Aviva and HomeServe

Other than the Boiler Health Check and the Annual Gas Boiler Service (which are provided by HomeServe Membership Ltd – see below), this policy is provided by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202153). You can check these details by visiting the Financial Services Register at http://www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

The Boiler Health Check and the Annual Gas Boiler Service are provided by HomeServe Membership Limited under a separate non-insurance services contract. Registered in England, No. 2770612. Registered Office: Cable Drive, Walsall, WS2 7BN. These services are not elements of insurance and are therefore not regulated by the Financial Conduct Authority. This also means that if you have any complaint relating to these non-insured services, you may not have the right to refer the complaint to the Financial Ombudsman Service.

The following documents form these contracts. Please read them and keep them safe:
- Terms and Conditions
- Payment Schedule
- Policy Schedule; and
- Any changes to your policy contained in notices issued by us at renewal.

In return for you paying your premium, Aviva and HomeServe will provide you with the insurance cover and the non-insurance services (as set out above), subject to these terms and conditions during the policy period. The provision of insurance and non-insurance services under this policy is conditional upon you observing and fulfilling these terms and conditions.

If you have any queries, please call the customer services number 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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How do I make a claim?
HomeServe provides the claims handling service:

1. If an incident occurs at your property during the policy period, 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.
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 any applicable claims limit unless your boiler is deemed Beyond Economical Repair. 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 Policy Coverage, 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 engineer does not start work under the claim due to the incident not being covered by your policy. In the event your boiler is deemed to be Beyond Economical Repair or parts required to repair the problem are obsolete, your excess payment will not be refunded.
5. If upon making a claim your boiler is deemed to be Beyond Economic Repair, or the parts required to repair your boiler are obsolete, we will arrange for HomeServe to source, replace and install a new boiler. However, if the boiler is aged 7 years or over you will be required pay a contribution of £500 in addition to any excess.

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?
This policy is an annual contract and will continue for the policy period shown on your current Policy Schedule, unless it is cancelled by you or us before then. At the end of each policy period we may offer to renew this contract for a further year. Both you and we have certain rights to cancel your policy, and these are set out below under the heading ‘How can my policy be cancelled?’.

How can my policy be cancelled? ⚠️

Your right to cancel
You have the right to cancel your policy. If you cancel within the 28 day cancellation period shown on your Policy Schedule you will be entitled to a full refund providing you have not made a claim. If you have made a claim, or you wish to cancel after the 28 day cancellation period, your policy will be cancelled at the end of the monthly period.

To cancel please call us on the customer services number on your Policy Schedule, or write to us at the Freepost address.

Our right to cancel
We may cancel this policy, where there is a valid reason for doing so, by sending at least 7 days’ written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:
- Non-payment of premium. If you fail to make a payment of premium on the due date, your policy will be suspended and you will not be able to make a claim. We 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.
- You are no longer eligible for this insurance. See ‘Am I eligible for cover?’ section in this policy document.
- Where we reasonably suspect fraud or where you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

See the ‘What information and changes do I need to tell you about?’ section in this policy document. Upon investigation if we find your actions are deliberate or reckless we may cancel the policy immediately with no refund. We may also take legal action against you.

Unless otherwise stated above, you are only entitled to a refund of premiums for any days that have been paid for in advance and are after the date which your policy has been cancelled.

Am I eligible for cover?
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 policy.

The property must be:
- a) your permanent home, owned and solely occupied by you and your family as a private residence with no business use. Flats, maisonettes, mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered.
- b) located within the United Kingdom comprising England, Wales and Scotland (excluding Northern Ireland, the Isle of Man and the Channel Islands).

Please also see the definition of property in the ‘General Definitions’ section.

The policy covers only one boiler. If your property has more than one boiler, a separate policy will be required to cover the second boiler. If applicable, please contact us to arrange cover for a second boiler.

The boiler(s) at your property must have a total power input of less than 70 KW, and be fired by natural gas (and not LPG, electric, oil or solid fuel). The gas supply pipe (from your meter) must not be more than 35mm in diameter or made of steel.
Your boiler must pass the Boiler Health Check. Please refer to the ‘Boiler Health Check’ section of this policy document for information.

Your property must not be heated by one of the following:

a) a dual purpose boiler e.g. Aga, Rayburn
b) a warm air heating system
c) a thermal storage unit
d) an Elson tank
e) ground/air source system
f) solar/thermal power
g) combined heat and power system

What information and changes do I need to tell you about?

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

Please tell us immediately about the following changes:

- If you change address or no longer own the property
- If your use of the property changes which means you would no longer meet the eligibility criteria for this policy as stated above under the heading ‘Am I eligible for cover?’
- If you are in any doubt, please contact us on the customer services number shown on your Policy Schedule, or write to us at the Freepost address.

When you inform us of a change, we will tell you how it affects your policy. If you change address and you have a policy that includes Heating we will organise for a Boiler Health Check to take place at your new property, please refer to the ‘Boiler Health Check’ section of this policy document for information.

If the information provided by you is not complete and accurate we may: cancel your policy and/or decline any claim.

How do I renew?

We will contact you in writing before your renewal date and will either:

1) Give you an opportunity to renew your policy for a further year and tell you:
   - about any changes we are making to the terms and conditions of your policy;
   - to check that the information you have provided us with is still correct, and tell us if anything has changed; and
   - the premium for next year.

Provided we offer renewal, your policy will renew automatically unless you tell us otherwise.

If you wish to make any changes at renewal, please contact us on the customer services number shown on your Policy Schedule.

or

2) Let you know that we are unable to renew your policy. Reasons may include but are not limited to:
   - the product is no longer available;
   - we have changed our eligibility criteria, and you are no longer eligible for cover.

A cancellation period of 28 days from renewal of the contract or the day on which you receive your renewal documentation, whichever is the later applies at the renewal of your insurance. Please also read “Your Right to cancel” above which explains how this works.

How can I complain?

Only the named policy holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at Aviva Response, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the customer services number shown on your policy schedule. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event within 8 weeks at the latest. If we cannot resolve your complaint within this time, we will write to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. We will give you the information you need to refer your complaint.
B. POLICY COVERAGE

HEATING

⚠️ 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

Boiler and central heating system: Components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls and flue.

The central heating system includes, radiators, interconnecting pipework, feed and expansion tanks and if applicable, the hot water cylinder, its associated pumps, controls and immersion heater.

Gas supply pipe: The pipe (up to and including 35mm in diameter) and connecting hoses running from the outlet of the gas meter up to the isolation valve of any appliance.

Beyond Economical Repair (BER) (applies to the boiler only): Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by HomeServe 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 Economic Repair. Please refer to Beyond Economic Repair section for details of what we will do in these situations.

Obsolete parts: HomeServe use reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system HomeServe find that the relevant manufacturer's spare parts are not readily available after a search of all its stockists or that parts may be available but will take longer than 28 days to source, HomeServe will not be able to complete your repair. Please refer to obsolete parts section for details of what we will do in these situations.

BOILER HEALTH CHECK

Your policy includes provision for a Boiler Health Check which will be carried out by HomeServe within the first 90 days of the start date of your policy.

The Boiler Health Check will include a check of your boiler and central heating system to assess whether your boiler and central heating system pass our eligibility criteria, and is free of pre-existing problems detailed below. Provided your boiler and central heating system pass the Boiler Health Check, HomeServe will carry out your first Annual Gas Boiler Service at the same time.

The Boiler Health Check can be booked at the time when you purchase this policy. If for any reason you are unable to book the Boiler Health Check, HomeServe will contact you to arrange this.

If HomeServe are unable to carry out the Boiler Health Check, we won’t cover your boiler or central heating system.

If you report a problem with your boiler and/or central heating system before the Boiler Health Check has been completed, the Boiler Health Check will be carried out when HomeServe attend to assess the problem. Your boiler and central heating system will need to pass the Boiler Health Check before a repair can be carried out under this policy.

If during your Boiler Health Check HomeServe identify any pre-existing problems detailed below, your boiler and central heating system will not pass the Boiler Health Check and we will be unable to offer any cover for the boiler or central heating system until the pre-existing problems are fixed.

Pre-existing problems:

- The boiler is Beyond Economic Repair
- Maintenance work is required
- The boiler is one that we are unable to service or source parts for
- The condition of the boiler and/or central heating system does not meet our required standard

In the event that a pre-existing problem is identified, you will be advised of what work needs to be completed, by when, and where possible HomeServe will provide you with a quote to complete the necessary work, if you wish them to do so.

If an external company undertakes this work for you, please provide us with written evidence of the completed work in order cover can be reinstated on your boiler and/or central heating system.

To avoid paying for cover that you don’t have, you should get the necessary work completed as soon as possible. It is your responsibility to get the necessary work completed within 28 days of notification, so that the cover on your boiler and central heating system can be reinstated.

If this work is not completed within 28 days, your Heating cover will be cancelled and you will be entitled to full refund of any associated premiums paid. Alternatively, we may be able to provide a different level of cover without Heating cover.
ANNUAL GAS BOILER SERVICE

The Annual Gas Boiler Service will be completed by HomeServe in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer’s instructions for your boiler. Please make sure that you have the manufacturer’s instructions available for when HomeServe attend.

What is included?

✅ A full inspection of the entire chimney structure
✅ Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger
✅ Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes
✅ Checking the integrity of all seals and gaskets
✅ Ensure that any condensate traps and drains are free from debris (this does not include sludge/scale/rust within the system)
✅ Testing the appliance in accordance with the manufacturer’s instruction to ensure:
   - The heat input and/or operating pressure are correct
   - The effectiveness of the flue
   - That all ventilation requirements are to current standards
   - The correct operation of all safety devices and that the boiler is safe for continuous use
✅ A final combustion analysis and measurement against tolerances set by the manufacturer’s instructions
✅ A test of all disturbed gas connections
✅ Carry out functional testing of heating and hot water
✅ A visual inspection of any other encountered gas appliances
✅ Written notification of any gas safety defects which may affect the safe operation of your appliances
✅ An assessment of your current heating controls and best practice advice regarding energy efficiency
✅ The servicing of a system filter (if there is already one in place). HomeServe will however not repair or replace a system filter.

What isn’t included?

a) Any maintenance or remedial work that is not part of your service as described above;
b) A test of the gas installation pipe work, unless there is a known or suspected escape of gas.

Clarification of service

If during your Annual Gas Boiler Service HomeServe identify a fault, they will carry out a repair provided it is covered by this policy. Such repair will count towards your claims limit. If you have a policy with an excess, you will be required to pay the excess before they carry out the repair. If maintenance work is identified, they will advise you.

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

When will my Annual Gas Boiler Service happen?

Your Annual Service will usually be completed between April and September. When your Annual Gas Boiler Service is due, HomeServe will make up to 3 attempts to contact you to arrange the service. If HomeServe are unable to make contact with you and therefore cannot complete your Annual Gas Boiler Service, you will not be eligible for a refund of the Annual Gas Boiler Service. You can however contact us to arrange the service within the remaining period of cover.

CARBON MONOXIDE DETECTOR CHECK

Whilst carrying out your Annual Gas Boiler Service, if you have a battery operated carbon monoxide detector (located in the same room as the boiler) which has ‘check sensor’ functionality, HomeServe will service it to ensure it is in good working order.

If your existing carbon monoxide detector is faulty, we will replace it with a battery operated carbon monoxide detector as part of your insurance. The replacement will not count towards your claims limit. If you have a policy with an excess, you will not be required to pay the excess.

If you do not have a carbon monoxide detector or if you do have one but it does not have ‘check sensor’ functionality or it is not positioned in accordance with current regulations, we will provide one free of charge as an additional benefit for being an Aviva customer.

Please note, if the safest place for the detector requires it to be permanently attached to a wall, HomeServe are not liable for any damage, unless HomeServe have been negligent.

What isn’t included?

a) servicing, provision or replacement of permanently wired carbon monoxide detectors;
b) servicing, provision or replacement of a carbon monoxide detector that is in a different room to where the boiler is located.

GAS SUPPLY PIPE COVER

What is covered?

A leak in your gas supply pipe.
Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the damaged section of your gas supply pipe.
Examples of claims covered:
✅ Leaking gas supply pipe
✅ Leaking gas supply hose connecting to a gas cooker

Reinstatement – under gas supply pipe repairs, we will reinstate any hard flooring or plasterwork, within the claims limit. However, this will not include reinstating or replacing floor coverings, fixtures or fittings to their original standards.

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

Claims Limit

- Up to £4,000 per claim
- No limit to the number of claims

Response

If your incident is an emergency, your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.

What isn’t covered?

a) external gas supply pipe (because it is the responsibility of the National Grid);
b) any appliance connected to the gas supply pipe;
c) gas supply pipe that is more than 35mm in diameter and/or made of steel;
d) anything listed in the ‘General Exclusions’ section.
**What is Covered?**

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

**Examples of claims covered:**

- ✔ Breakdown of the boiler and/or central heating system
- ✔ Repair/replacement of a leaking water tank or cylinder and any pumps and controls associated with it
- ✔ Replace leaking radiator or radiator valve

**Response**

- ✔ Replace heat exchanger
- ✔ Replace boiler zone valve
- ✔ Boilers which make an excessive noise
- ✔ Repair/replacement of an immersion heater
- ✔ Replacement of faulty carbon monoxide detector

**Temporary Heaters**

If you have no source of heating, two temporary electrical heaters will be delivered to your home, in the event that HomeServe are unable to attend within the same day or next day of your claim being raised. The heaters need not be returned to us. The running costs of the heaters are not covered. Please bear in mind that these heaters are only temporary and should not be used as a permanent source of heating.

**Claims Limit**

<table>
<thead>
<tr>
<th>There is no limit to the amount we will pay per claim, providing your boiler is not Beyond Economic Repair or the parts required to repair it are obsolete.</th>
<th>If your incident is an emergency, your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.</th>
</tr>
</thead>
<tbody>
<tr>
<td>- No limit to the number of claims</td>
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</table>

**What isn’t covered?**

- a) boilers that require specialist work such as; Ideal Istor, Chaffoteaux Brittany Combi, Servowarm: Savannah, Select, Sorrento, Supreme, XLF, Saxon and Elite models, all Gledhill and Ferroli models;
- b) repairing a boiler or any part of it, which is Beyond Economic Repair, or where the parts required to repair it are obsolete;
- c) elson tanks, thermal storage units (e.g. Gledhill Boilermate, Potterton Powermax or Potterton Promax Store) or their controls;
- d) separate gas heaters providing hot water;
- e) LPG gas/oil systems;
- f) warm air heating system;
- g) underfloor heating and its associated pumps and controls;
- h) fan convector heating;
- i) dual-purpose boilers (e.g. AGA, Rayburn);
- j) combined heat and power systems;
- k) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;
- l) any other gas appliance (with the exception of gas fires forming part of a back boiler);
- m) a breakdown when an engineer has previously identified that remedial / maintenance work is required to prevent a future breakdown;
- n) any part of the boiler and/or system which is not possible for the engineer to work on safely;
- o) 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;
- p) frozen pipes within the system which have not resulted in a leak or permanent blockage;
- q) adjustment of timing and temperature controls;
- r) venting of radiators;
- s) repairing or a like for like replacement of a non-standard radiator (e.g. heated towel rails, cast-iron, decorative, customised, or those which curve with the profile of a wall). In these instances we will either supply and fit a standard radiator, or fit a non-standard radiator bought by you (in which case we only accept responsibility for our workmanship and not any faults with the non-standard radiator);
- t) repairing or a like for like replacement of internet connected controls, thermostats & valves. In the event that a replacement is required to resolve a breakdown, our choice of parts will be fitted;
- u) solid fuel heating systems;
- v) electrical heating systems;
- w) anything listed in the ‘General Exclusions’ section.

**Obsolete parts and BER**

If upon making a claim your boiler is deemed to be Beyond Economic Repair, or the parts required to repair your boiler are obsolete, we will arrange for HomeServe to source, replace and install a new boiler. However, if the boiler is aged 7 years or over you will be required pay a contribution of £500 in addition to any excess. The new boiler will provide the same heating and hot water requirements as your existing boiler and will match your existing type of boiler i.e. a combination boiler will be replaced with a combination boiler and a ‘heat only’ boiler will be replaced with a ‘heat only’ boiler. System upgrade costs are therefore not included. We cannot guarantee the same make or model or that the replacement boiler will be fitted in the same place. Replacements will meet all current statutory requirements.

If we are unable to contact you once your boiler has been deemed to be Beyond Economic Repair, we will write to you giving you 14 days to contact us to advise us if you wish to proceed with a replacement boiler and installation by HomeServe. Once your boiler has been replaced or if you have not contacted us, your Heating cover will be removed from your policy and any monthly premiums will be adjusted accordingly (calculated daily from the date of change) for the remaining cover. If your policy provided Heating cover only it will be cancelled in accordance with the procedure outlined in section A, under the heading ‘Our right to cancel’.

**Maintenance work**

HomeServe, when dealing with your system may complete the repair but diagnose that additional essential maintenance work is required to your boiler and/or central heating system in order to prevent a future breakdown. For example; maintenance work in can include circumstances where there is a build up of sludge/scale/rust resulting in your boiler and 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 conditions**

We reserve the right to assess your boiler upon providing you with reasonable notice. 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.
**PLUMBING**

**Cover definitions**

**Plumbing and Drainage:** the water pipework, taps, stop taps, water storage, drainage (internal and external) and waste pipes within your property for which you are legally responsible.

**External Water Supply Pipe:** the freshwater pipe that connects your property to the mains water supply up to and including the property's internal stop tap. In England and Wales, this includes the pipe from the junction with the mains services. Therefore this can include any section of the pipe where it is on private land outside your property boundary up to the public highway, but only if you have a legal right of access to the pipe on such private land, and in relation to any section of pipe under the public highway only if you have this extra legal responsibility. In Scotland, your responsibility ends at your property boundary.

**Reinstatement**

**Plumbing and drainage - Temporary reinstatement:** the re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

**External water supply pipe - Reinstatement:** repairs required to re-instate (put right) the damage caused by any excavations necessary to access the water supply pipe. This includes the reinstatement of tarmac, concrete, block paving and lawns.

An exact match to the existing surface cannot be guaranteed and we will only reinstate the area that is damaged. Where we are able to carry out permanent reinstatement work this will be part of the regular claims limit amount. We use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces; however if the reinstatement requires non-standard construction materials and/or methods and skills we will make the ground safe and reimburse to you the reasonable costs you have to pay for reinstatement up to the claims limit, provided you can provide the appropriate receipts. To allow for settlement of the ground following excavations, the reinstatement works may not be carried out immediately.

**Additional information**

**What is covered?**

**Plumbing and drainage:** You are covered for incidents relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blockages; repairing taps; restoring toilet facilities; repairing leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear by clearing the drain or repairing or replacing the damaged section of waste pipe. This will include the temporary reinstatement of any excavations carried out as part of the claim.

**External water supply pipe:** You are also covered for a leak or blockage in your water supply pipe. An engineer will locate the leak or blockage and repair, replace or unblock the affected section of the water supply pipe. This will include the reinstatement of any excavations carried out as part of the claim.

**Examples of claims covered**

- Repairs to leaking pipes or joints
- Repairs to a water leak from central heating pipes and radiator valves
- Repairs to a non flushing toilet
- Clearance of a blocked sink, toilet or waste pipe
- Repairs to washing machine and dishwasher flexible pipes
- Repairs to dripping or seized taps
- Repairs to leaking overflow pipes
- Unblocking of a waste or rainwater drain
- Repairs to a blocked or leaking drainage pipe
- Repairs to a leaking soil vent pipe
- Repairs to a leaking and/or blocked water supply pipe
- Repairs to a leaking and/or seized internal stop tap

**Claims limit**

- Up to £4,000 per claim
- No limit to the number of claims

**Response**

If your incident is an emergency (including internal leaks which cannot be controlled), your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.

**What isn’t covered?**

1. frozen pipes which have not resulted in a leak or permanent blockage;
2. showers including the shower unit, controls, outlet or shower head;
3. domestic appliances;
4. replacement of sanitary ware (e.g. basins and toilet bowls);
5. the replacement of a tap (unless necessary as part of a repair);
6. any costs of water lost during a leak;
7. quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;
8. external guttering, rainwater downpipes and soakaways;
   1. drains/sewers that you do not have sole responsibility for (including shared drains within your property);
   2. drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc.) at your own cost;
9. the external stop valve connection to the water mains supply (because it is the water company's responsibility);
10. where there is no evidence of a blockage, a leak or damage on the water supply pipe;
11. costs which exceed your fair share of the cost of any work undertaken by us under the terms of this policy on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies). The fair share will be calculated as the total cost of the work divided by the number of parties (including you) that are responsible for the water supply pipe and benefit from the repair;
12. any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by our engineers;
13. anything listed in the ‘General Exclusions’ section.

We will not cover any additional repair work, for example, a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring, this is not covered. If any loss, damage or expense covered under the Plumbing and Drainage and External Water Supply Pipe section of your 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 of any claim, calculated on a proportionate basis based on the amount of cover for the claim under this policy and the amount of cover under any other contract.
**Cover definitions**

**Electrical emergency and breakdown:** an emergency caused by, or breakdown of, the domestic electrical wiring.

**Domestic electrical wiring:** the permanent 240 volt electrical supply system within the property (including detached outbuildings, garages, sheds, greenhouses and non-permanent structures), beyond (but not including) the electricity company’s supply meter, and supplying electrical power including wall sockets, switches, light bulb sockets and fuse boxes.

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**What is covered?**

You are covered for electrical emergency and breakdown of the domestic electrical wiring, including permanent damage caused by a power cut.

**Examples of claims covered**

- ✔ Failure of the electrical wiring as a result of a DIY accident
- ✔ Breakdown of fuse box
- ✔ Lost power to circuit
- ✔ Failed electrical switch, broken electrical switch
- ✔ Failed light bulb socket
- ✔ Failed security lighting and garden lighting

**✔ Failed wiring to an immersion heater and a breakdown of the immersion heater unit itself**

- ✔ Failed wiring to a shower unit
- ✔ Failed wiring connected to your property for the following appliances:
  - Burglar alarms and smoke detectors
  - Doorbells and electrical gates/garage doors
  - Air conditioning units
- ✔ Permanent damage to the domestic electrical wiring caused by a power cut

**Claims limit**

- Up to £4,000 per claim
- No limit to the number of claims

**Response**

If your incident is an emergency (including if you are totally without electricity), your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.

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**What isn’t covered?**

a) a power cut to the property that has not caused permanent damage;

b) the resetting of circuit breakers, which can be reset by you;

c) any appliances with plugs e.g. washing machines, kettles, fairy lights, or any wiring/electrics past the isolation switch;

d) any wiring/electrics outside of the property which are buried below ground level;

e) routine electrical maintenance tasks including:
  - replacing light bulbs, fluorescent tubes and decorative light fittings
  - replacing fuses in plugs
  - adjusting timer/temperature control of heaters or Economy 7 timer switches
  - rewiring your property;

f) any wiring that does not form part of the permanent 240 volt electrical supply system e.g. satellite dishes, radio/television aerials and their fittings/masts and telephones and their associated wiring;

g) shower unit(s);

h) portable or fixed electrical heating systems or energy efficiency management systems;

i) repairing or replacing wiring encased in rubber or lead;

j) any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standard BS7671;

k) anything listed in the ‘General Exclusions’ section.
SECURITY

Cover definitions

Security incidents: damage to roofing, external windows, external doors, locks or lost keys, affecting the main house within your property.

Pests covered: brown or black rats, house or field mice in the main house within your property (including an attached garage/outbuilding) and wasps’ or hornets’ nests anywhere within the boundaries of your property.

What is covered?

We will help you gain access if you are locked out of the main house within your property or if you lose your keys. We will provide a repair or replacement of broken locks for external windows or doors, board up broken windows and doors, and provide a temporary repair to roofing to secure the main house within the boundaries of your property. In the event of a pest infestation, we will remove the pest infestation.

Examples of claims covered

- Removal of pests such as rats or mice in the main house of your property or an attached garage/outbuilding
- Removal of a wasp or hornets’ nest from the main house, garden, outbuilding or garage
- Creating emergency access if you are locked out of the main house within your property
- Boarding up of a broken window or door
- Repair/replacement of broken locks for external windows and doors which secure your property
- Repair/replacement of locks and keys where the key is snapped in the lock or you have lost the keys needed to secure the property (and you do not have access to another set)
- Repair of an attached garage door to make the property secure
- Use of tarpaulin to protect the property in the event of damaged roofing

Claims limit

- Up to £4,000 per claim
- No limit to the number of claims

Response

If your incident is an emergency (i.e. if your property is unsafe), your claim will be given priority, otherwise we will arrange to send an engineer out to you and will agree a suitable appointment with you.

What isn't covered?

a) security incidents or pest infestations affecting any building within the property that is not the main house, including detached outbuildings detached garages greenhouses and sheds (unless specifically covered);
b) any pests other than rats and mice and wasp/hornets’ nests;
c) rats and/or mice in the garden;
d) any pest infestation where you have not taken reasonable hygiene measures to prevent a pest contamination, where recommendations have previously been made by us;
e) any damage caused by pests (unless specifically covered);
f) replacing locks or lost keys if you have access to another set;
g) replacing a garage door or repair/replacement of the electrical unit powering a garage door;
h) internal doors (and windows) which do not secure the property;
i) more than one set of keys where your lock has been replaced;
j) anything listed in the ‘General Exclusions’ section.
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.

**Claims limit:** The maximum amount that we will pay for each claim as set out in the relevant policy coverage section of this policy. Any claims limit referred to in this policy includes labour, materials and VAT, as applicable.

**Claims number:** The telephone number to call when you wish to make a claim. The number is shown on your Policy Schedule.

**Customer services number:** The telephone number to call when you have any questions about your policy. The number is shown on your Policy Schedule.

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

- a) exposes your health to risk; 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) 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 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 ‘policy period’. Provided your policy is renewed before the expiry of your policy, there will be no exclusion period at renewal.

**FCA:** Financial Conduct Authority

**Freepost address:** Freepost RLYC-LXAL-GEEH, Aviva Response, Customer Admin Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

**HomeServe:** HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN. Registered in England, No. 2770612.

**Policy:** Your Aviva Response policy to which these terms and conditions and the current Policy Schedule relate.

**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 for your policy as shown in your current Policy Schedule, consisting of a sum for the insurance contract between you and Aviva, any applicable insurance premium tax, plus, where relevant, any additional non-insured service related charges (which will include VAT).

**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 ‘Am I eligible for cover?’ in the Explaining this policy’ section.

**We/us/our/Aviva:** Aviva Insurance Limited Piteavlis, Perth, PH2 0NH registered in Scotland, 2116. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The regulatory status of Aviva Insurance Limited can be checked by visiting the FCA’s website www.FCA.org.uk/register or by contacting the FCA on 0800 111 6768.

**You/your:** The policyholder(s) named on the current Policy Schedule.

GENERAL EXCLUSIONS

The following are also excluded from cover:

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) 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) like for like parts, or 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 unless this is limited to the installation of a non-standard radiator supplied by you;

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:
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) indirect costs, loss or damage 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) the following are not covered:
   i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves,
   ii. water softeners;
   iii. waste disposal units, macerators;
   iv. air conditioning units;
   v. cesspits, septic tanks and any outflow pipes;
   vi. vacuum drainage systems;
   vii. swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
   viii. ground, air and water source heat pump systems;
   ix. 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

Repairs and parts guarantee
Under this policy, the workmanship and any part(s) supplied and used by us to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out. Your statutory rights are not affected.

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 your claim being dealt with promptly.

Overlapping cover
Depending on the covers you have selected, your Aviva Response policy may contain elements of overlapping cover. In these instances 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.

The law that applies to this policy
This agreement is governed by the laws of England and Wales, except where you and we agree otherwise or where at the date of the contract you are resident in Scotland, in which case the laws of that country will apply. All correspondence will be in English.

Financial Services Compensation Scheme
Aviva is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme arrangement is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

PRIVACY NOTICE
Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD.

The data controllers responsible for this personal information are Aviva Insurance Limited as the insurer of the product. Additional data controllers include Aviva UK Digital Limited, who are responsible for the sale and distribution of the product and HomeServe Membership Limited in respect of the provision of any non-insured services and for the purposes of ensuring you do not have duplicate cover.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

• to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal;
• to support legitimate interests that we have as a business. We need this to:
  • manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
  • help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you,
• to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
• to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We will also share your data with HomeServe Membership Limited as part of the sales process for the purpose of checking that you do not have duplicate cover in place with HomeServe.

We may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.

The personal information we collect and use will include name, address, financial information and details of your home. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. We’ll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time.

If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - see the “Contacting us” section below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for these/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of our process may be provided to us by a third party. This may include information already held about you and your home within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Reference Agency Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide a quote for this product, using the information we have collected.

On-line information

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

How we share your personal information with others

We may share your personal information:

• with the Aviva group, our agents and third parties who provide services to us, HomeServe and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services;
• with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation; and
• with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We’ll always take steps to ensure that any transfer of information outside of the EEA is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest.
to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you or tell us to stop marketing to you, you can do so in the following ways:

- Update in MyAviva
- Contact us by:
  - phone: 01603 622200 or +44 1603 604999 (from abroad)
  - email: helpdesk@aviva.co.uk
  - Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

How long we keep your personal information for
We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes. We will also use this information for marketing purposes.

Your rights
You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us (see “Contacting us” below).

Contacting us
If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to them at Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible.

You also have the right to log a complaint with the Information Commissioners Office at any time.

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