

Gas Central Heating Terms and Conditions

This is an important document - please keep it in a safe place

This policy is provided by the Insurer through Home 3 Assistance Limited ('Home 3').

Your Policy

This policy sets out:

1. **'Your payment'** – an explanation of how your payment is split between Home 3 and the Insurer;
2. **'Your contract with Home 3'** – the terms and conditions of your agreement with Home 3 for introducing you to the Insurer;
3. **'Your policy with the Insurer'** – the terms and conditions of the insurance cover that the Insurer will provide to you;
4. **'General conditions of both contracts'** – which apply to both your contracts with Home 3 and the Insurer.

Your Payment

When you purchase a Gas Central Heating Cover Policy, Home 3 will collect a payment from you in advance, which comprises of a fee payable to Home 3 for services provided as described in Your Contract with Home 3 and the premium (including Insurance Premium Tax) payable to the Insurer for your policy.

Your Contract with Home 3

For its fee, Home 3 will, each year:

- a) act as intermediary by introducing you to the Insurer and its product;
- b) act as intermediary in connection with the making of your contract with the Insurer;
- c) collect payments due from you and pay the premium to the Insurer on your behalf.

While carrying out these activities, Home 3 must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

When you purchase a Gas Central Heating Cover Policy, you must pay Home 3 the fee for introducing you to the Insurer. Home 3's contract with you is fulfilled when you continue the policy at the end of the cooling off period and when Home 3 pays the premium to the Insurer. See the 'Cooling off periods' section in the 'General Conditions of both contracts' section for more details on your cancellation rights.

Home 3's full company name is Home 3 Assistance Limited (registered in the UK number 6594429) and the registered office address is 1 Future Walk, West Bars, Chesterfield S49 1PF.

Your policy with the Insurer

This section explains the terms and conditions of the cover that the Insurer will provide in return for your premium during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to your cover.

Your Gas Central Heating Cover Policy is underwritten by the Insurer, Mapfre Asistencia Compañia Internacional de Seguros y Reaseguros Sociedad Anonima (FSA firm number 203041) a company incorporated in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch registered in the UK with branch number BR008042 and whose principal office is at Alpha House, 24a Lime Street, London, EC3M 7HS, and which is entitled pursuant to EEA passporting rights to underwrite general insurance in the UK. All premiums paid in respect of your policy are deemed in law to have been paid to the Insurer when received by Home 3 from you.

All claims management and administration of this Gas Central Heating Cover Policy is provided by Home 3 acting as agent for the Insurer. This means that when you contact Home 3, you are deemed to be making contact with the Insurer.

The Insurer must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

Definitions

Unless the context otherwise provides, where the following words are shown in this document they shall have the following meanings:

Approved Contractor – A tradesperson authorised in advance by us to carry out repairs.

Business Partner(s) – A business which has contracted with Home 3 to market this agreement.

Certificate of Insurance – The certificate issued by us to you confirming your cover under this policy.

Claim – Any claim you make under this policy.

Cover – The benefits available to you under this policy.

Gas Central Heating – Includes if present; single gas boiler (max output 65kw), pump, thermostatic valves, motorised valves, cylinder thermostat, time, pressure and temperature controls, radiators, pipework, conventional cylinder, feed and expansion tank, together with integral circulator providing hot water if fitted with isolating valves. Replacement of pressurised cylinders are not included.

Gas Heating Engineer, Approved Contractor – An appropriately qualified tradesperson authorised in advance by us to carry out servicing and repairs.

Insurer, The Insurer – Mapfre Asistencia Compañia Internacional de Seguros y Reaseguros Sociedad Anonima, Registered Address; Alpha House, 24a Lime Street, London, EC3M 7HS, Registered number FC021974

Limits of Cover – The limits of cover towards the cost of the approved contractor payable in the event of an Emergency.

Parts and Labour – All parts and labour used to maintain your system are provided by Home 3 subject to the terms of this agreement.

Policy – These terms and conditions, the certificate of insurance, and any changes we may agree with you to such documents from time to time.

Premium – The amount payable to the Insurer (collected by Home 3) inclusive of insurance premium tax.

Property, Home – Your principal permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom. The property must not be used for commercial purposes of any nature including the letting of the property. You must be the legal owner of the property.

Renewal Date – The renewal date, which is shown in the renewal letter we send you or which we tell you about at any other time.

Start Date – The date shown in your certificate of insurance. We will only cover repairs once your system has been accepted by us following an initial service.

System – Boiler & Controls or Gas Central Heating depending upon your level of cover, see your certificate of insurance.

United Kingdom – England, Scotland, Wales and Northern Ireland

We, Us, Our, Home 3 – The Insurer in the 'Your Policy with the Insurer' section or Home 3 and the Insurer in the 'General Conditions of both contracts' section.

Year – A period of 12 consecutive months beginning on the start date or the renewal date, as applicable.

You, Your, the Insured – The person or people whose names appear on the certificate of insurance or who normally live at the property.

What is Included in Your Agreement

The maintenance and repair of your system, which includes:

1. An Initial Service in the first year of your agreement.
2. An Annual Service in each subsequent year of your agreement.
3. Parts and labour.
4. Unlimited callouts to keep your system working as provided by your agreement.
5. Agreed appointment times for callouts.
6. 24/7 helpline.

Please read the section on Servicing for full information.

Your Gas Boiler

There is no age limit on your boiler as long as all the essential working parts are available and we have approved it.

If we agree that your boiler is less than seven years old, we may decide to provide a replacement boiler if it is not possible to repair it because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it with a suitable new boiler we have approved.

If your boiler is seven years old or more, and it is not possible to repair it or you choose to replace it at any time (however old it is), as a Gas Central Heating Cover customer, you are entitled to a discount on the cost of installing a boiler if we replace it.

Conditions

Your cover under this policy depends on the following conditions:

- You are responsible for informing us of any change in the information you have supplied to us. If you fail to do so, you may invalidate the policy;
- No costs for repairs are payable under this policy, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number on your certificate of insurance and we have authorised the deployment of an approved contractor in advance.

Limits of Cover

Once your system has been accepted by us we aim to provide a safe, high-quality service to maintain and repair the equipment included in your policy.

Emergency Accommodation

In the event of the property becoming uninhabitable as a result of events covered under your policy and remaining so overnight, we shall at your request arrange and pay up to £150 (including VAT) toward:

- a) Your overnight accommodation and/or
- b) Transport to such accommodation.

What is Not Included in Your Agreement

1. Adjustments to time and temperature controls
2. Any domestic water supply from the hot water cylinder or the gas appliance up to and including the taps
3. The cold water supply tank, its feed and outlets
4. Any defects or inadequacy attributable to the original design or method of construction of the central heating system
5. The changing of non-valved circulating pumps
6. The fabric of the building including pipework or fluework buried in it
7. Any defect caused by wilful or malicious action, negligence, misuse or third party interference, including problems caused by shortage of fuel
8. Any defect or damage caused by accident, fire, lightning, explosion, flood, storm, tempest, frost, impact, subsidence, structural repairs or extraneous cause
9. Consequential loss or damage arising as a result of a defect occurring in the central heating system
10. Any central heating boiler exceeding 65kw
11. Any defect occurring from a failure of public electricity or water supply
12. Flue integrity and repairing or replacing appliance flues that aren't part of your boiler
13. Unblocking of condense waste pipe
14. Replacement of Pressurised cylinders
15. Removing sludge or hard-water scale from the boiler or system or any consequential damage
16. Replacing your boiler if it is seven years old or more
17. Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric under floor heating
18. Magnetic filters and scale reducers

Limitation of liability

Every effort will be made to provide you with the emergency assistance described in these terms and conditions. However, there may be times when it is not possible to arrange assistance due to circumstances beyond our control, for which we cannot be held liable.

We will not be liable for any of the following:

1. Obsolete or unobtainable parts due to the age of your boiler or heating system.
2. Loss or damage arising from circumstances known to you prior to the start date of this policy.
3. Loss of damage however caused to the contents of the property or personal items such as paintings, electrical goods, jewellery, clothing etc.
4. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
5. The cost of any work, which was carried out without our approval, including any cost relating to the attempted repair by you or your own contractor.
6. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
7. Any repairs in a property that has been unoccupied for more than 30 consecutive days.
8. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective material or river or coastal erosion.
9. Any loss or damage arising as a consequence of:
 - o War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance.
 - o 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.
10. Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.
11. The cost of repair to swimming pools and any decorative features such as hot tubs, fountains or ponds, and all associated plumbing and filtration systems.
12. Any repair or replacement of flexible cable.

Length of Policy and Premiums

1. This policy provides cover that begins on the start date shown on your certificate of insurance.
2. The minimum period for which you may hold this policy is 12 months.
3. We will arrange for collection of your premiums in accordance with your instructions. If you fail to make a payment on the due date, your policy will be suspended immediately and during this period you will not be covered. We will notify you in writing if you fail to make a payment. If you do not pay in full within 30 days your policy will be cancelled. Any outstanding payments will be requested and upon receipt of cleared funds your cover will restart.
4. We will automatically renew the policy on the renewal date unless you contact us before that date and ask us not to. We will send you a renewal notice to tell you the cost of the policy on renewal and will include any changes we have made to the terms and conditions.

5. The premium due may change from time to time but they will not change for this policy until the next renewal date.
6. You must pay all premiums in advance.

General Exclusions

1. Replacing appliances, bathroom fixtures, showers and sanitary ware (apart from boilers as described earlier).
2. Improvements including work that is needed to bring your system up to current standards. You may need to have improvements carried out before we are able to complete other repairs to your system.
3. Upgrades which you may want to have carried out or legislation demands that you have carried out to improve your system.
4. Replacing or repairing parts that do not affect how the system or appliance works or decorative or specialist parts.
5. Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary.
6. Removing asbestos associated with any repairs. If you need to have any asbestos removed, we will only do any work at your property once you have provided us with a clean-air certificate. This will be given to you by the person who removes the asbestos as it is a legal requirement to do so.
7. Cash alternatives for repair or maintenance.
8. Repairing any damage caused by our work or redecorating, unless we or our approved contractors have been negligent or broken this agreement.
9. Repairing or replacing any lead, steel or central heating iron pipes.
10. Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our personnel including verbal or physical abuse. We will not recommence work until the Health & Safety risk has been rectified to our satisfaction.
11. Repairs that are required due to the build up of sludge or other debris.

Making a Claim or Arranging a Service

Before requesting assistance and making a claim, please check that the circumstances are covered by this policy.

In order for us to verify the cover, you should have your policy number ready to quote when you call us.

If you experience a breakdown or need to arrange a service please telephone the helpline number below quoting the property address and provide details of the problem. We will then aim to arrange a suitable approved contractor to visit the property, as agreed with you and the approved contractor.

Helpline: 01277 243047

General Conditions of both Policies

Service Coverage United Kingdom

Service

Initial Service

We will inspect your system to make sure it is safe and in good working order. Our Approved Gas Engineer will fill in a safety inspection checklist to show you what he or she has checked. We will normally carry out this service within 40 days of the beginning of your agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services. If the service reveals a problem, we may:

- tell you what work is needed and what it will cost you for that work to be done;
- offer you an agreement that will not include the parts causing the problem; or
- cancel the agreement and refund your money.

We will not carry out an Initial Service if we have already carried out an Annual Service at the property within the last 12 months. If there are other gas appliances in the property we may offer to include them in the agreement for an additional payment.

Annual Service

We will normally visit around the same time each year where possible, depending upon our workload and your preference for an appointment. Providing the engineer can access your home, we will always make sure we check that your system is safe.

Access to Your Property

It is your responsibility to ensure the gas heating engineer can gain access to your property. If access is not possible we will contact you to arrange another appointment. If you do not arrange an appointment or we cannot gain access, your policy will continue but if this means we are unable to maintain your system and it subsequently requires further work to make sure it is safe and in good working order, additional charges may apply. Ultimately, we may cancel your policy.

Cancellation & Cooling Off Period

Remember that you have a right to cancel your contracts. If you decide to cancel within 14 days of your start date or renewal date, please call us on, 01277 243047 and we will cancel your contracts immediately and refund the payment you have made. Please note that if you choose to cancel your cover outside of the cooling off period shown above, you will not be entitled to a refund.

You can cancel your policy at any time by either writing to us at Home 3 Assistance Ltd, 1 Future Walk, West Bars, Chesterfield S49 1PF or telephoning 01277 243047. If you cancel this policy within the first 12 months other charges will apply depending upon what maintenance has been carried out on your system. Please see Cancellation Charges for details.

We may cancel your policy:

1. By giving you 30 days written notice. If we do, we will refund in full any payments you have paid on or after your most recent renewal date, unless a claim has been made.
2. If we find something wrong at the Initial Service;
3. If we have advised you that permanent repairs or improvements are needed to ensure your system works properly and you do not follow our advice within 30 days. This advice may include replacing your boiler or system;
4. If we are not reasonably able to find parts to keep your system working;
5. If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
6. If the Insurer does not receive your premium on the date it is due. The Insurer may reinstate your policy if you then pay it but it will not cover any claims arising within the first 14 days after reinstatement.
7. We will cancel your cover if you have at any time:
 - a) Given us false or incomplete information;
 - b) Agreed to help anyone try to take money from us dishonestly; or
 - c) Failed to meet the terms and conditions of these contracts or to act openly and honestly towards us.
8. We reserve the right to refuse renewal of any individual policy.

If we cancel your policy, we will give you a full refund if we find anything wrong at the Initial Service or we may offer you an alternative agreement with us.

Cancellation Charges

If you cancel your agreement, we may charge you an amount to cover costs we have paid out but have been unable to recover over the previous 12 months from when you cancel (see below). This includes for example; carrying out services, dealing with repairs, our organisational costs or managing your policy with us. The amount will depend upon when you cancel.

Minimum Charge

If you cancel during the first year of your policy - Up to £160

If you cancel during the first year of your policy and any repairs have been carried out following approval of your system - Up to £250

Setting Aside Terms and Conditions

If we choose to set aside an exclusion, term or condition of this policy, this will not prevent us from relying on that exclusion, term or condition in the future.

Spare Parts

If the spare parts required to repair your system are not carried by the engineer on the day, they will normally be able to source most items on the following working day. If for any reason this is not possible the engineer will do all they reasonably can to get parts within a reasonable time period. Approved parts or parts that have been reconditioned by the original manufacturer may be used.

Safety Advice

If we advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely and you do not follow our advice, it may mean that we are unable to fulfil all of our obligations under this policy. In this case, your agreement will continue unless you or we cancel the agreement. See Cancellation for details.

Third-party rights

This policy cannot be passed to someone else without our agreement.

Our Responsibilities

We will meet our responsibilities under your policy within reasonable time unless it is impossible due to unforeseen circumstances or those outside our control.

Guarantees

All individual parts (fitted by us when carrying out a repair) and labour are guaranteed for 12 months from date of repair. Any guarantees do not affect your legal rights under the Sales of Goods Act 1979 and Supply of Goods and Services Act 1982.

Servicing Appointment Times

Servicing appointments are available Monday to Friday excluding bank holidays. Upon booking an appointment for a service, you will be given the opportunity for the following appointment slots: Morning Appointment: 8:00am – 1:00pm, Afternoon Appointment: 11:30am – 5:00pm

These appointments may be subject to change. If we are experiencing a particularly busy period, we may have to give priority to breakdowns, therefore your appointment slot could be subject to change, or it may have to be rearranged.

Complaints

If you have a complaint please write to:

Customer Care Manager
Home 3 Assistance Ltd.
1 Future Walk
West Bars
Chesterfield
S49 1PF

We will do our best to answer your query within five working days. If we have not replied to your complaint by then, we will send you an acknowledgement letter to keep you informed of progress.

If it is impossible to reach an agreement you have the right to refer your complaint to The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR. This procedure will not prejudice your right to take legal proceedings, however please note that there are some instances when the FOS cannot consider complaints.

Please note that the Ombudsman will not be able to help unless you have first taken your complaint to Home 3 and your subsequent appeal is made within 6 months of our final reply.

Governing law

This agreement is governed by and must be interpreted in accordance with the laws of England and Wales, unless you live in Scotland (in which case Scottish law will apply) or unless you and we agree otherwise. You and we agree that contract terms will be issued in English.

Who Regulates Us

Home 3 and the Insurer, are authorised and regulated by the Financial Services Authority. You can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0300 500 5000. Home 3's Firm Reference Number (FRN) is 496336.

Consumer Protection

Home 3 and the Insurer are covered under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Insurance advising and arranging is covered for 90% of the claim with no upper limit. Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the insurer or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN

Recording Calls

We record all phone calls from policyholders and other consumers. This is to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and contract documents will be in English unless otherwise agreed.

Special needs

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

Data Protection - Your Personal Details

We will use the information you provide:

- to manage your policy and provide the service described in your agreement;
- for underwriting purposes;
- to collect payments when due;
- to process any claim you make in connection with these terms and conditions.

Home 3 may ask our business partners for details of changes in your address and other information and financial details so that it can update its records. This may include, but is not limited to, new bank account details from which to collect your premium and for information about changes to your contact details (e.g. phone or fax or email addresses).

Home 3 may pass your information to our approved suppliers so we can send correspondence to you. When you ask us to arrange an approved contractor, your name and address will be disclosed to them so that the required assistance can be provided.

Home 3 may pass your information to its business partners. Home 3 and our business partners may also use your information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If you would prefer this not to happen, please let Home 3 know at any time during your policy.

To avoid contacting you unnecessarily about products you may already have, Home 3 will compare your details with information on prospect files prepared by our business partners. When we do this we may need to tell our business partner that you have a policy with us and disclose enough data to enable them to identify you on their files.

By taking out this policy you consent that for the better performance of this contract we may transfer your data outside the European Economic Area.

You have a right to see all the information we hold about you. If you would like to see this information, please write to:

The Compliance Manager, Home 3 Assistance Ltd, 1 Future Walk, West Bars, Chesterfield S49 1PF

Please note that there will be a separate administration charge for this service.

If we or the insurer chooses to set aside an exclusion, term or condition of this policy, this will not prevent us or the insurer from relying on that exclusion, term or condition in the future.