



## HOMEPOLICY TERMS AND CONDITIONS

It is important that you read these terms and conditions carefully as they form the basis of your maintenance agreement with HomePolicy. These terms and conditions outline the level of cover available to you based on the plan you have chosen; how to contact us if you need to make a claim or amend/cancel your maintenance agreement.

This agreement includes parts and labour unless stated.

### DEFINITIONS

**We/us/our:** Home Policy, the provider of this maintenance agreement.

**You/your:** the person(s) named on your maintenance agreement or the people who normally live in your property including any tenants. Only the person(s) named on the maintenance agreement, or their spouse, legal partner or authorised contact can amend or cancel the agreement.

**Access:** getting to your boiler, appliance or system, to fix or service it, the area must be cleared by you before the engineer attends, for the engineer to access all parts. In the event an area is not clear, and the engineer is able to clear the area to get to the boiler, appliance or system to fix or service it an extra charge may apply but this will always need to be authorised by you in writing before undertaking any works outside your maintenance agreement cover.

**Making good:** in the event that the engineer has to repair any damage we may cause in getting access to your boiler, appliance or system by replacing items such as cabinets or cupboards that we've removed and by filling in holes, we have made and leaving a level surface, but we won't replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants.

**Accidental damage:** when you do something that stops your boiler, appliance or system from working properly without meaning to.

**Approved list:** boilers, appliances or parts that we can repair or replace.

**Authorised contact:** a managing agent, landlord or any named person who you've authorised and who we've agreed can act on your behalf to make arrangements under your agreement in relation to a property.

**Boiler and controls:** a single natural gas or warm-air unit on your property that's designed for home use and has a heat output capacity of up to 70kW as well as the flue and the controls that make it work, including the programmer, any thermostats, motorised zone valves and central heating pump.

**Powerflush:** a process where we remove sludge from your central heating system.

**Central heating:** the heat and hot water system on your property – including your expansion tank, radiators, bypass and radiator valves, system filters, warm-air vents, cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them.

**Cylinders:** tanks that store hot water.

**Excess/fixed fee:** the amount you've chosen to pay towards each completed repair or replacement.

**Gas supply pipe:** the pipe that connects your gas meter to your gas boiler and other gas appliances you have on your property.

**Home:** the building, including any attached garage or conservatory where you live or a home you own, including let-out rental properties.

**Landlord:** someone who owns a property which they don't occupy and which may be occupied by a tenant.

**Light fitting(s):** the electrical cable and fixings up to and including standard light bulb holders, individual downlight fittings embedded into ceilings and fluorescent tube assembly and starter units.

**Managing agent:** someone who provides managed services to a landlord in relation to one or more properties.

**Managing agent insurable interest:** in relation to any insurance product, where a managing agent has a contractual obligation to maintain elements of a property on behalf of a landlord.

**Period of agreement:** the day your agreement starts until your agreement runs out, as detailed on your statement.

**Products:** cover or service for certain appliance(s) or system(s).

**Property/properties:** a home and all the land up to your boundary – including any detached outbuildings.

**Repair(s)/repairing/repared:** to fix your boiler, appliance or system following an individual fault or breakdown but not repairs that are purely cosmetic or related to software which doesn't stop the main function of your boiler, appliance or system from working or make it unsafe.

**Sanitary ware:** your toilet bowl and cistern, bidet, sink, pedestal, bath and shower tray.

**Sludge:** the natural build-up of deposits in your boiler or central heating system as it corrodes over time.

**Upgrades:** improvements that make your boiler, appliance or system safer, or more efficient.

**Warm-air:** where your home is heated by warm air flowing through vents, not hot water flowing through radiators.

# OUR POLICY PLANS

	Policy 1	Policy 2	Policy 3
<b>Boiler &amp; central heating</b>	<ul style="list-style-type: none"> <li>Gas fired central heating boiler, flue and controls</li> <li>Thermostats, heating controls, circulating pumps and motorised valves</li> <li>Time clock or programmer</li> <li>Hot water, feeds, expansion tanks, cylinders and immersions</li> <li>Radiator and valves</li> <li>Pipes and fittings</li> </ul>	<ul style="list-style-type: none"> <li>Gas fired central heating boiler, flue and controls</li> <li>Thermostats, heating controls, circulating pumps and motorised valves</li> <li>Time clock or programmer</li> <li>Hot water, feeds, expansion tanks, cylinders and immersions</li> <li>Radiator and valves</li> <li>Pipes and fittings</li> </ul>	<ul style="list-style-type: none"> <li>Gas fired central heating boiler, flue and controls</li> <li>Thermostats, heating controls, circulating pumps and motorised valves</li> <li>Time clock or programmer</li> <li>Hot water, feeds, expansion tanks, cylinders and immersions</li> <li>Radiator and valves</li> <li>Pipes and fittings</li> </ul>
<b>Annual boiler service</b>	<ul style="list-style-type: none"> <li>Visual check of the boiler</li> <li>The boiler being fired safely to identify any working faults</li> <li>Flue gas analysis efficiency test</li> <li>Opening up the boiler and inspecting it, if necessary</li> <li>Checking the flue and ventilation are in accordance with Gas Safety Regulations</li> <li>Checking and adjusting the system pressure</li> <li>Cleaning the condensate trap</li> <li>Visually checking and bleeding radiators, if necessary</li> <li>Visual check of the hot water cylinder</li> <li>Confirmation in writing that the service has been carried out</li> </ul>	<ul style="list-style-type: none"> <li>The Annual boiler service does not form part of the insurance contract</li> <li>Visual check of the boiler</li> <li>The boiler being fired safely to identify any working faults</li> <li>Flue gas analysis efficiency test</li> <li>Opening up the boiler and inspecting it, if necessary</li> <li>Checking the flue and ventilation are in accordance with Gas Safety (Installation and Use) Regulations</li> <li>Checking and adjusting the system pressure</li> <li>Cleaning the condensate trap</li> <li>Visually checking and bleeding radiators, if necessary</li> <li>Visual check of the hot water cylinder</li> <li>Confirmation in writing that the service has been carried out</li> </ul>	<ul style="list-style-type: none"> <li>Visual check of the boiler</li> <li>The boiler being fired safely to identify any working faults</li> <li>Flue gas analysis efficiency test</li> <li>Opening up the boiler and inspecting it, if necessary</li> <li>Checking the flue and ventilation are in accordance with Gas Safety (Installation and Use) Regulations</li> <li>Checking and adjusting the system pressure</li> <li>Cleaning the condensate trap</li> <li>Visually checking and bleeding radiators, if necessary</li> <li>Visual check of the hot water cylinder</li> <li>Confirmation in writing that the service has been carried out</li> </ul>
<b>Annual Landlords Gas Safety Report</b>	<ul style="list-style-type: none"> <li>Check up to 3 Gas appliances within property</li> <li>Checks include appliance function, safety of use and availability as per Gas Safety (Installation and Use) Regulations</li> <li>Tightness test of gas supply</li> </ul>	<ul style="list-style-type: none"> <li>Check up to 3 Gas appliances within property</li> <li>Checks include appliance function, safety of use and availability as per Gas Safety (Installation and Use) Regulations</li> <li>Tightness test of gas supply</li> </ul>	<ul style="list-style-type: none"> <li>Check up to 3 Gas appliances within property</li> <li>Checks include appliance function, safety of use and availability as per Gas Safety (Installation and Use) Regulations</li> <li>Tightness test of gas supply</li> </ul>
<b>Plumbing</b>		<ul style="list-style-type: none"> <li>The hot and cold water pipes internal to your home between the stopcock and your taps or appliances</li> <li>Up to £2,000 claim limit</li> </ul>	<ul style="list-style-type: none"> <li>The hot and cold water pipes internal to your home between the stopcock and your taps or appliances</li> <li>Up to £2,000 claim limit</li> </ul>
<b>Electrics</b>			<ul style="list-style-type: none"> <li>Electrical circuits</li> <li>Ruse box</li> <li>Circuit breakers</li> <li>Sockets and light fittings</li> <li>Up to £2,000 claim limit</li> </ul>
<b>Gas Supply Pipe</b>			<ul style="list-style-type: none"> <li>Gas supply pipes located in your home, which supply the central heating boiler and other gas appliances, that connect your home to the gas mains supply</li> <li>Up to £2,000 claim limit</li> </ul>
<b>Internal Drains</b>			<ul style="list-style-type: none"> <li>Blocked or leaking internal drains and waste pipes</li> <li>Up to £2,000 claim limit</li> </ul>
<b>Boiler Replacement</b>			<ul style="list-style-type: none"> <li>Boiler is less than 7 years old at the initial policy start date and less than 7 years old at renewal, we will pay up to £2,500 for the boiler replacement</li> <li>Your boiler is 7 years old or more but less than 10 years old at the initial policy start date and less than 10 years old at renewal, we will pay a contribution of £400 towards the boiler replacement</li> </ul>
<b>Taps &amp; Toilet</b>			<ul style="list-style-type: none"> <li>Leaking taps and running toilets</li> <li>Ball cocks, syphons and valves</li> <li>Replacement of non-ceramic tap washers/cartridges</li> <li>Up to £2,000 claim limit</li> </ul>
<b>Not Covered</b>	<p>Claims in the first 30 days. This is to prevent claims on pre-existing problems and to keep premiums low</p> <p>Pre-existing, system design or installation faults</p> <p>Underfloor heating and controls</p> <p>Boiler repairs above £300 (per claim) in the first three months of your cover</p> <p>Damage caused by weather or freezing</p> <p>Repair or replacement of the boiler should the HomePolicy engineer determine that it is beyond economical repair or if new manufacturer or manufacturer approved replacement parts are not available for the make/model of the boiler specified in your policy schedule</p> <p>The first £50 of any claim, if you have chosen a policy with a £50 excess</p> <p>Damage caused by or arising from sludge, scale and other debris in the central heating system and related pipework</p> <p>Damage arising as a result of disconnection from, re-connection to or interruption of the gas, electricity or water mains services to your home</p> <p>Electrical "Terminal Ends" (for example such as light bulbs, extractor fans, electric showers, domestic appliances)</p> <p>Damage caused when your home is unoccupied for more than 30 days in a row</p>	<p>Claims in the first 30 days. This is to prevent claims on pre-existing problems and to keep premiums low</p> <p>Pre-existing, system design or installation faults</p> <p>Underfloor heating and controls</p> <p>Boiler repairs above £300 (per claim) in the first three months of your cover</p> <p>Damage caused by weather or freezing</p> <p>Repair or replacement of the boiler should the HomePolicy engineer determine that it is beyond economical repair or if new manufacturer or manufacturer approved replacement parts are not available for the make/model of the boiler specified in your policy schedule</p> <p>The first £50 of any claim, if you have chosen a policy with a £50 excess</p> <p>Damage caused by or arising from sludge, scale and other debris in the central heating system and related pipework</p> <p>Damage arising as a result of disconnection from, re-connection to or interruption of the gas, electricity or water mains services to your home</p> <p>Electrical "Terminal Ends" (for example such as light bulbs, extractor fans, electric showers, domestic appliances)</p> <p>Damage caused when your home is unoccupied for more than 30 days in a row.</p>	<p>Claims in the first 30 days. This is to prevent claims on pre-existing problems and to keep premiums low</p> <p>Pre-existing, system design or installation faults</p> <p>Underfloor heating and controls</p> <p>Boiler repairs above £300 (per claim) in the first three months of your cover</p> <p>Damage caused by weather or freezing</p> <p>Boiler replacement of boilers 7 years old or over at the initial policy start date or at policy renewal date</p> <p>The boiler will not be replaced during the first 6 months following the initial policy start date</p> <p>The first £50 of any claim, if you have chosen a policy with a £50 excess</p> <p>Damage caused by or arising from sludge, scale and other debris in the central heating system and related pipework</p> <p>Damage arising as a result of disconnection from, re-connection to or interruption of the gas, electricity or water mains services to your home</p> <p>Electrical "Terminal Ends" (for example such as light bulbs, extractor fans, electric showers, domestic appliances)</p> <p>Damage caused when your home is unoccupied for more than 30 days in a row</p> <p>Any water supply pipe outside the boundary of your home or for which you are not responsible, or fresh water pipes beneath or inside any building or outbuilding.</p> <p>Shared drains</p>

Services	Policy 1	Policy 2	Policy 3
<b>Boilers and Controls</b>	✓	✓	✓
<b>Central Heating</b>	✓	✓	✓
<b>Plumbing</b>	✗	✓	✓
<b>Electrics</b>	✗		✓
<b>Gas Appliance</b>	✗		
<b>Optional Extras</b>			
<b>Gas Safety Check and Certificate (CP12)</b>			
<b>Electrical Installation Condition Report (EICR)</b>			
<b>Electrical Appliance Testing</b>			

# OUR SERVICE PRODUCTS

## BOILER AND CONTROLS

### What is covered

All repairs to:

- ✓ A single natural gas boiler or warm-air unit on your property, that's designed for home use and has a heat output capacity of up to 70kW
- ✓ The flue including the flue terminal, up to one metre in length
- ✓ The controls that make the boiler work including the programmer, any thermostats, motorised zone valves and central heating pump; and
- ✓ The gas supply pipe
- ✓ A replacement of the gas supply pipe and the controls that make your boiler work if we can't repair them
- ✓ A replacement of the flue including the flue terminal up to one metre in length if we can't repair it
- ✓ A Gas Safety report for your boiler and other gas appliances up to three appliances.

### What is not covered

- ✗ Damage caused by limescale, sludge or other debris.
- ✗ Resetting your controls or replacing the batteries.
- ✗ Repairing or replacing air or ground source heat pumps

## CENTRAL HEATING

### What is covered

All repairs to the heat and hot water system on your property including:

- ✓ Expansion tank, radiators, bypass and radiator valves
- ✓ Warm-air vents
- ✓ Cylinders and any immersion heater and its wired in timer switch
- ✓ The pipes that connect the central heating system
- ✓ A replacement of parts of your central heating if we can't repair them
- ✓ A Gas Safety Report

### What is not covered

- ✗ Damage caused by limescale, sludge or other debris
- ✗ Fixing your showers, their parts and shower pumps
- ✗ Repairing or replacing taps
- ✗ Any parts that are designed specifically for underfloor heating
- ✗ Supply of curved or designer radiators
- ✗ Repair or replacement of electrical elements in radiators
- ✗ Replacing or topping up your system inhibitor unless we've removed it
- ✗ Any part of your central heating which directly supplies a swimming pool

## **PLUMBING**

### **What is covered**

All repairs to the plumbing system on your property including:

- ✓ Your hot and cold water pipes between your internal stopcock up to your taps and garden taps and the flexible pipes to your kitchen appliances
- ✓ The hot water cylinder and cold water tanks including immersion heaters, toilet siphons, isolation, ball and radiator valves.
- ✓ Your water supply pipe from the boundary of your property to your home
- ✓ A replacement of parts that we can't repair. We will replace a pair of taps to a single item of sanitary ware where only one can't be repaired. This replacement will be a basic item replacement only. Designer taps are not covered

### **What is not covered**

- ✗ Showers and their parts, shower pumps, sanitary ware, spa baths, seals and grouting
- ✗ Radiators
- ✗ Any parts that are designed to boost your mains water pressure
- ✗ Water pipes between your home and any detached outbuildings on your property
- ✗ Swimming pools, fountains, ponds or water features, garden irrigation systems, free standing garden taps and the water pipes running to or from them
- ✗ Rainwater pipes and guttering
- ✗ Frozen pipes that need defrosting where there is no other damage
- ✗ Any water supply pipe that doesn't supply your home
- ✗ Water meters

✘ Plumbing in your outbuildings if the supply is provided by a separate mains connection than to your home

## **ELECTRICS**

### **What is covered**

All repairs to the mains electrical system and wiring on your property including:

- ✓ The fuse box, light fittings, switches, sockets, isolation switches and your immersion heater timer switch
- ✓ Outside lighting as long as it's fixed to your home or outbuildings and fitted less than ten metres above ground

### **What is not covered**

- ✘ Electrical appliances, burglar alarms and camera systems
- ✘ Showers and their parts, shower pumps, cooker extractor hoods, storage and panel heaters, underfloor heating, controls, pumps, detectors, timers and programmers, and solar panels and their inverters
- ✘ The electricity supply cable up to the fuse box or mains isolation switch if fitted
- ✘ Power cables between your home and any detached outbuildings, outdoor fittings or appliances on your property
- ✘ Electrics in your outbuildings.
- ✘ Rubber or lead covered cables
- ✘ Complete system rewires
- ✘ Outside lighting not fixed to your home or outbuildings

## **GAS APPLIANCE**

### **What is covered**

All repairs to:

- ✓ The gas boiler
- ✓ The flue including the flue terminal up to one metre in length
- ✓ A Gas safety report
- ✓ A replacement of the flue including the flue terminal up to one metre in length for the boiler
- ✓ Accidental damage

#### **What is not covered**

- ✗ Repairing or replacing the flue including the flue terminal if it's over one metre in length
- ✗ Repairing or replacing the flue including the flue terminal for any open flued appliances
- ✗ Damage caused by limescale

## **OPTIONAL EXTRAS**

### **GAS SAFETY CHECK AND CERTIFICATE (CP12)**

If you are a landlord, under the law it's your responsibility to make sure you have a valid Gas Safety Certificate for the gas meter, gas pipework and any gas appliance(s) on your property. When your safety check is due we'll send you an email, letter, or text message or call you to arrange it.

We'll try to get hold of you up to three times. If we don't hear back from you after that, we won't try again. It's then up to you to contact us to arrange your safety check.

If you choose us to carry out your gas safety check, here is what is included:

#### **What is covered**

- ✓ An inspection of your gas meter, gas pipework and any gas appliance(s) on your agreement
- ✓ A Gas Safety Certificate for your gas meter, gas pipework and any gas appliance(s) on your agreement, which we'll post or email to you and your tenant if you prefer.

If any part fails the safety inspection, we'll include all the details on the Gas-Safety Certificate

#### **What is not covered**

- ✗ Repairs or a replacement of your gas meter, gas pipework or any gas appliance(s)
- ✗ An annual service
- ✗ The cost of re-inspecting any of the failures detailed on your Gas Safety Certificate
- ✗ We won't provide a Gas Safety Certificate for any boiler or gas appliance we've not inspected

### **ELECTRICAL INSTALLATION CONDITION REPORT (EICR)**

This is **not** included in your agreement. We can issue you an EICR on request at a charge. The charge will be dependent on the property type, fixtures and fittings.

This is a one-off safety inspection of your mains connected electrical wiring and electrical fixtures, including the fuse box

- A series of electrical safety tests of your electrical wiring
- A visual inspection of all your accessible switches, sockets, and light fittings and checking a sample of the connections to them

- A report which will contain details of the inspection and any faults found, and a recommendation of when the next inspection should take place

#### **What is not covered**

- ✗ Any repairs to faults identified during testing and inspection
- ✗ Re-checking any faults once you've repaired them

## **ELECTRICAL APPLIANCE TESTING**

This is an optional extra for landlords purchasing an Electrical Installation Condition Report who provide their tenants with any appliance that is permanently connected or connected via a plug and socket.

We will check the number of appliances that you've paid for but it's your responsibility to make sure that you, your tenant or managing agent shows us which appliances should be tested.

- An electrical safety test on appliances owned and identified for testing by the landlord
- A separate appliance testing report detailing what's been tested, provided with your Electrical Installation Condition Report

#### **What is not covered**

- ✗ Repairs or replacement to appliance(s)
- ✗ Tests to appliances not provided, or identified, by the landlord as requiring testing
- ✗ Tests to appliances where we can't reasonably gain access to the electrical connection point

## **GENERAL CONDITIONS**

### **Your Agreement**

#### **Adding new products**

If you add any new products to your agreement during the period of agreement, we'll arrange it so that they all renew at the same time.

#### **Prices and price changes**

Your Paperwork we send out shows the price of your agreement. That price won't go up or down over the period of agreement, unless you change your agreement, or products, or the Government changes the relevant tax rate. We'll always write to tell you about any change to your price.

#### **Payments**

You can pay for your agreement yearly in advance by balance transfer, cash or Direct Debit. Monthly by Direct Debit.



## **Renewals**

We'll write to you at least 25 days before your agreement is due for renewal.

If you pay by Direct Debit, we'll keep renewing your agreement automatically, until you ask us to stop.

## **Overlapping cover**

If you have several different products, some parts of your system might be covered twice.

# **YOUR RESPONSIBILITIES**

## **Changing your address**

If you move to a new home, you need to tell us as soon as possible. We may start a new agreement, transfer your current agreement to your new address or if you ask us to, cancel it.

## **Keeping us up to date**

It's your responsibility to keep us informed of any changes to your contact details including telephone number, address or email. If you change a boiler or appliance that's covered by us, you need to tell us the make and model of the new one, so we can check we can cover it.

If we can't cover your new boiler or appliance we may need to cancel or amend your product.

## **Missing payments under your agreement**

Before we book your repair, or visit, we may ask you to pay any missing payments due.

## **Getting into your property**

Our engineers will only work on your property if there's someone 18 years old or older there at all times during the visit. It's your responsibility to give us access to your property. If we can't get access, we won't be able to complete the work and it's then up to you to arrange another appointment.

If you don't re-arrange the appointment, your agreement will still continue. After several failed attempts to get into your property, we may cancel your agreement, but we'll let you know beforehand.

## **Authority to carry out work**

If you're not at the property when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer, on your behalf.

## **Working in dangerous or unsafe conditions**

We won't start or continue doing any work in your home or property if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. We won't return to finish the work until that risk is gone.

If any asbestos needs to be removed before we can repair your boiler, appliance or system, you'll need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you'll need to show us.

### **Under warranty**

If your boiler, appliance or system is covered by a third-party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty.

### **Authorised contacts**

If you want an authorised contact it's your responsibility to let us know who they are so that we can note it on your agreement.

### **Manufacturer's security instructions**

It's your responsibility to follow manufacturer's security instructions related to internet or mobile connected devices which are used to communicate with boilers, appliances or systems covered under this agreement.

### **Visiting you**

Our first visit to the property in your agreement is done to assess your properties appliances that will be covered. This will be done within 42 days of you first taking out the product.

At the first visit our engineer will check that your boiler is on our approved list and your boiler or central heating and ventilation does not have any pre-existing faults. If we find it's not on the approved list or it has a pre-existing fault we'll either:

- Tell you what needs to be done to fix it – and how much it'll cost
- Offer you a different product or level of cover
- cancel your agreement or product

### **First Landlord Gas Safety Report**

Your Landlord Gas Safety Report will be done after 6 months of you taking out your agreement on the specific property. If a Landlord gas safety report is required before this period, one can be arranged at the price of £50 plus VAT.

If this report shows that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so.

If we find a problem or fault that needs to be fixed, we'll tell you about it.

If your product includes repairs and has an excess or fixed fee you will have to pay this before we repair.

### **Reasonable timescales**

We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible

– in which case we'll let you know as soon as possible and give you another time when we can visit.

### **Our engineers**

Normally, we'll send a HomePolicy engineer to carry out the work. In some cases, we may send a suitably qualified contractor instead.

### **Making repairs**

## Excess or fixed fee

Your agreement shows how much excess or fixed fee you've agreed to pay each time we complete a repair or replace your appliance whether:

- You report a fault to us
- You agree to our visit following a fault

If a fault is related to one we've fixed for you in the last twelve months, then you won't have to pay an additional excess or fixed fee. Our engineer will use their expert judgement to decide whether a fault is related to an earlier fault or not. When we book your repair, we'll ask to pre-authorise your debit or credit card for any excess or fixed fee. If you're a landlord, this can be from you, your tenants, managing agent or anyone else.

We won't put the charges through until after we complete the repair. If we've reason to believe that the people living in your home are vulnerable or at risk, we'll send an engineer out even if we haven't been able to pre-authorise a debit or credit card – and send you an invoice for the excess or fixed fee after we've completed the repair.

## Safety advice

From time to time, we may tell you that your boiler, appliance or system needs permanent repairs or improvements that aren't covered by your agreement to keep working safely. For example, if your ventilation doesn't meet current gas safety regulations. If you do not follow this advice, it will affect certain parts of your cover – but your agreement will keep running until you or we change or cancel it.

## Getting access and making good

It is your responsibility to provide access to any piece of equipment that we are to look at. In some cases, the engineer whom attends the property on your agreement may be able to create access without causing any damage. In this event he will create the access. In the event that quick and easy damage free access cannot be created by the engineer then:

- Access will need to be created by you or a third party on your behalf
- We can arrange to create the access needed at a fixed price (not covered in your agreement) by one of our approved contractors or the engineer himself. In this event, all authorisation will be required by you or persons handling your agreement in writing before we create any access. The authorisation can be split into just creating the access or creating the access and making good.

This will need to be authorised in writing and the fixed price paid within 28 days

## Spare parts

We will provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace a specific design of thermostat with a standard one from our range or replace electrical fittings with our nearest white version. Or you can give the engineer a replacement part that you've bought yourself, that we approve. We will try to get parts from the original manufacturer or our approved suppliers. If we cannot get hold of the parts we need we may need to cancel your agreement (or part of it).

If we have agreed to cover a boiler or appliance but warned you that it might be difficult to find spare parts, we will do what we can, within reason, to repair it.

### **Twelve-month guarantee**

We guarantee to repair or replace any faulty parts we have supplied or fix any faulty work that we have done for twelve months from the date that we did the work. This does not affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

### **HomePolicy Powerflush**

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts. HomePolicy Powerflush is our way of removing that sludge from your system. We will tell you if your system needs a powerflush to work properly.

You will need to pay for it separately – it is not included in your cover.

If you buy a HomePolicy Powerflush, any future ones you may need to keep your system working properly are included, for as long as you have continuous cover for your boiler with us.

If someone else carries out a powerflush for you, you'll need to show us the receipt before we carry out any more repair work for damage caused by sludge.

### **Curved or designer radiators**

If your product includes cover for central heating it doesn't include a replacement of curved or designer radiators.

We can either:

- Replace it with a standard radiator
- Or, install a curved or designer radiator that you have bought yourself, in which case we only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself. By designer radiator we mean a radiator of particular artistic design or intricate shape or made from materials such as glass, marble, stone, wood or cast iron

## **GENERAL EXCLUSIONS**

### **Who can benefit from this agreement?**

Nobody other than you can benefit from your agreement.

### **Cash in lieu**

We will not offer you cash instead of carrying out an annual service, repairs or replacements.

### **Domestic use**

Your product only includes cover for your property if it is used for normal day-to-day living purposes, including use for home office or activities of a domestic nature, including renting, and not where the main purpose of the property is for commercial purposes.

### **Pre-existing faults**

Our products don't include cover for any faults or design faults that:

- Were already there when your boiler, appliance or system was installed,
- or were caused by anybody other than us when any change
- or additions were made to your boiler, appliance or system
- We've told you about before and you haven't fixed
- We couldn't reasonably have been expected to know about before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors
- Or, prevent access because a part of your system has been permanently built over

#### **Damage caused by anyone other than HomePolicy**

Unless your product includes accidental damage we will not cover any damage you've caused. If anyone other than us carries out any work on your boiler, appliance or system and damages it, your cover does not include putting that right.

#### **Deliberate damage or misuse**

We will not repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgement to determine how the damage was done.

#### **Damage linked to the supply of your gas, water or electricity**

We will not repair any damage that has been caused by changes in, or problems with, the supply of your gas, water or electricity.

#### **External water supply stopcock**

If we cannot turn off the external water supply stopcock to your home to complete your repair it is up to you to get your water supplier to turn it off.

Any damage that is covered by other kinds of insurance

Your product does not include repairing or replacing any damage caused by extreme weather, flooding, structural issues, fire or explosions

– or any other kind of damage that is normally covered by household insurance – unless your product specifically includes it.

If your product specifically includes anything that is also covered by your household insurance, we are only responsible for our fair share.

#### **Software, internet communications or radio signals**

We are not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any boiler, appliance, device or system covered under this agreement.

#### **Communication connections**

We are not responsible for your internet connection, we are not responsible for the data transmission to, or from any boiler, appliance, device or control system

### **Any other loss or damage**

We are not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks.

### **Making any improvements**

Your product only includes repairing your boiler, appliance or system when it stops working properly – it does not include any improvements or upgrades, for example: replacing working radiators, swapping standard radiator valves for thermostatic ones and replacing electrical cables and fuse boards that still work. Where we have told you that an improvement is necessary, we may not continue to make repairs on that part of your boiler, appliance or system unless the work has been carried out.

### **Steel or iron pipes**

We will not repair or replace steel or iron pipes, except:

- Your water supply pipe from the boundary of your property to your home
- Your gas supply pipe, from your meter to your boiler or appliance(s)

Energy/central heating management systems

We will not repair or replace energy or central heating management systems.

### **Complaints**

To make a complaint:

- Call 0208 987 8031
- Email us at [Info@HomePolicy.co.uk](mailto:Info@HomePolicy.co.uk)

## **YOUR CANCELLATION RIGHTS**

### **How you can cancel**

- You can cancel your agreement, by calling 0208 987 8031 – or email us on [info@HomePolicy.co.uk](mailto:info@HomePolicy.co.uk)
- We will give you a full refund of your product(s) if you cancel within 14 days:

The 14 days begins on the start of your initial signup date.

- This is your cooling off period. If we've done work for you before the cooling off period ends and then you cancel your agreement or product you'll have to pay cancellation charges - see cancellation charges table.
- If you cancel after 14 days
- If you pay monthly by Direct Debit your cover will continue to the end of the period your last payment is for.

If you pay in any other way, including yearly by Direct Debit, your cover will continue to the end of the month in which you tell us and we'll refund you the remaining amount. Either way, if we've carried out any work for you, you may have to pay cancellation charges - see cancellation charges table. Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your agreement with us. If you stop your Direct Debit without telling us, we'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your agreement no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges – see cancellation charges table.

If you or we cancel your agreement or any products and we've already completed work for you since you bought or renewed them, you may have to pay cancellation charges. The table below shows you the amount you'll have to pay. We'll take off any excesses, fixed fees and payments you've made since you bought or renewed your agreement.

Service	Cancellation charge applicable
Boiler or Central Heating repairs	£115
All other completed repairs	£70
Service	£70
Gas Safety Certificate	£70
Electrical Installation Condition Report	£150

#### **CHARGES PER PIECE OF WORK COMPLETED**

\*The amount charged will be dependent on the number and type of appliances checked and whether you have any other products.

\*\*The amount charged will depend on the size of the property, and the number of appliances checked

\*\*\*Only applies if cancellation occurs within the cooling off period

#### **When we can cancel**

We can cancel your agreement or product if:

- You give us false information
- Your boiler or appliance is not on our approved list
- We find a pre-existing fault during your first service
- We cannot find the parts we need to repair your boiler, appliance or system, despite our attempts
- You put our people's health and safety at risk, for example, physical or verbal abuse
- Your home or property is unfit or unsafe to work in
- You do not let us in to your home or property to work, despite several attempts
- We tell you to make permanent repairs or improvements, but you do not.
- Or, you don't make your payments

We will try writing to you to collect the money you owe. If we do not hear from you and you do not pay, we will cancel your agreement no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges - see cancellation charges table.

If we cancel your agreement or product, we will refund you for the rest of the time you have already paid for. If we have completed any repair or replacement since you bought or renewed your agreement or product, you may also have to pay cancellation charges - see cancellation charges table.

Where you have Boiler and Controls Breakdown Cover or Central Heating Breakdown Cover; and we cannot get hold of the parts we need to fix your boiler and controls or central heating and, we have not told you before that we may not be able to find them we will try to replace as near as possible. Smart controls are not included and so these parts will need to be paid for by you but the labour will be free if we fit.

## **DATA PROTECTION**

At HomePolicy, we care about privacy and we protect your personal data. We want to be transparent about how we use your personal data, we want to point out that HomePolicy is the data controller of your personal data. Although our Privacy Notice does not form part of the contract between you and HomePolicy. This is a brief summary of how we are protecting and respecting your privacy in accordance with data protection legislation.

### **How do we use your data?**

We use the data we hold about you in order to provide your maintenance cover, handle repair requests, or let you know about information, products or services that interest you, or for analytical or statistical purposes. We also use it to safeguard against fraud and money laundering, and for the rare event of product safety recalls.

### **Do we share your data?**

HomePolicy will only share your data with companies who provide products or services to us, or who perform services on our behalf in relation to your maintenance cover.

### **What are your rights?**

You have the right to ask us to:

- not use your data for marketing purposes
- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority



**How long do we keep your data?**

We will not keep your information for any longer than is necessary.

**Exclusion of third party rights**

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

**Governing law and statutory rights**

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in these terms and conditions will reduce or affect your statutory rights.