

AquaCare Gas Insurance Policy

Definitions

“Administrator” means Bournemouth & West Hampshire Water Plc whose administration office for AquaCare is Knapp Mill, Mill Road, Christchurch, BH23 2JY.

“Authorised Repairer” means a person, company or organisation appointed by Us to effect repairs under this Policy.

“Certificate of Insurance” means the Certificate of Insurance issued by Us to You confirming Your cover under this Policy.

“Commencement Date” means the start of the period of cover as shown on Your Certificate of Insurance.

“Gas Central Heating System” means the boiler parts, primary flue, radiators and valves, hot water cylinder, thermostats, time clock or programmer, circulation pump, motorised valves, feed and expansion tanks and associated hot water pipes and fittings. The Internal Gas Supply Pipe is covered.

“Internal Gas Supply Pipe” from the gas meter to the valve of a gas appliance.”

“Premium” means the sum payable by You as notified by Us.

“Property” means the private residence and the land within the boundary belonging to it.

“Term” means the period of cover that is set out in the Certificate of Insurance.

“We/Us/Our” means London General Insurance Company Limited, Eaton House, 152-158 Northolt Road, Harrow, Middlesex, HA20EA, registered number 1865673. London General Insurance Company Limited is authorised and regulated by the Financial Services Authority, FRN 202689.

“Work” means all efforts made by Us to rectify, limit, or prevent damage in respect of the occurrences covered by this Policy.

“You/Your” means the insured person, as detailed on the Certificate of Insurance.

Level of Cover

AquaCare Gas Insurance provides cover, subject to the payment of the relevant Premium in respect of the Gas Central Heating System.

Eligibility

This insurance is available for properties located within the mainland United Kingdom, Isle of Man or Isle of Wight. You must be the legal owner of the Property.

Coverage

In consideration of the statements and agreements contained in the application and the payment of the Premium, We will indemnify You in accordance with the terms, provisions and conditions and subject to the exclusions and Limits of Cover stated in this Policy against the cost of repairs to the Gas Central Heating System of the Property during the Policy Term.

Limits of Cover

We will meet the cost of labour charges, parts and materials during the Term of this Policy, up to the limits of cover and on the terms set out in this Policy. Work must be carried out by an Authorised Repairer and arranged via the helpline.

1. Annual diagnostic inspection and full gas boiler service.
2. Your Gas Central Heating System up to the value of £2000 inclusive of VAT, for each emergency.

Exclusions

This Policy does not cover:

1. Damage to the fabric of the building, fixtures, fittings and contents caused either directly or indirectly by a malfunction to the parts covered by this Policy.
2. Faults to the original design and installation of the system including parts which are impractical to maintain because of their position.
3. When Your Property has been unoccupied for more than 3 months.
4. Additions or alterations to the system by persons other than the Authorised Repairer since the previous annual inspection.
5. Oil fired central heating, warm air heating and energy management systems.
6. Any Work associated with adding a corrosion inhibitor to the system. Power flushes are not covered.
7. Repairs to the casing or fixtures associated with the system that does not affect the way the system works.
8. The secondary flue or parts of the primary flue which are buried within the structure of the building.
9. Problems identified at the time of the initial survey.
10. The electrical power circuit that the system is connected to.
11. Gas cookers, stoves, gas fires, water heaters and immersion heaters and any other parts not listed under benefits.
12. Faults arising from water, and gas supplies failing, and failures or surges in electricity supplies.
13. Damage arising from fire, lightning, explosion, flood, storm or extreme weather conditions, earthquake, impact, aircraft or other special aerial device or article dropped there from.
14. Compensation for any loss, damage or inconvenience caused by a breakdown in the system unless directly caused by Us e.g. hire of equipment or temporary accommodation.
15. Any indirect losses which happen as a side effect of the malfunction.

16. Relevant circumstances known to You prior to the Commencement Date of the Policy.
17. If advice given by the Authorised Repairer has not been followed.
18. Damage caused by negligence or misuse of the existing system. Damage by a 3rd party is not covered.
19. Where there is a need to replace defective/non-standard fittings that cannot be reasonably obtained.
20. On unvented cylinders maintenance is not included e.g. replenishment of the Air Bubble, replacement of Anodes.
21. Descaling and any Work arising from hard water scale deposits or from damage caused by aggressive water.
22. Replacement of pressure enhancing pumps such as bronze pumps.

Renewal

Before the end of Your Policy, We may send You a renewal notice detailing the cost of the next policy term. This will include any changes We may have made to the terms and conditions. If You paid for Your existing Policy by Direct Debit, We may use these payment details to take payment for Your renewal Policy. We will let You know at least 30 days prior to the expiry of Your existing Policy in order that You will have time to provide Us with alternative payment details if necessary, or decline the renewal.

Selling the Property and Assignment

This Policy can be transferred to a new address. Should You sell the Property, this Policy may be transferred to the new Property upon notification and acceptance by Us. If You are paying for the Policy by Direct Debit, You remain liable for the full Premium due if the Policy has not been transferred to a new address. We may assign any of Our rights and obligations and subcontract any of Our obligations.

Payment Methods

Payment can be made in full by cheque, credit/debit card or Direct Debit. Payment can also be made in instalments by Direct Debit in which instance the instalment is a part payment only. You remain responsible for ensuring that the full premium is paid under the Policy. If payment is not made on the required date We can cancel Your Policy or suspend Your benefits under this Policy until Your payment is brought up to date by giving 30 days notice in writing to You at the Property. Any incidents that occur while Your Policy is suspended will not be covered.

Cancellations

You have the right to cancel this Policy with a full refund of any Premiums paid at any time within 14 days from the date You received these terms and conditions although if a claim has been made during this period the Insurer may recover any costs incurred. No refunds of any payment(s) will be made following this 14 day period. Notice of cancellation must be given in writing to the Administrator at the address listed under the definitions and received no later than two working days after the end of such 14 day period. Should You request to cancel this Policy and/or

cancel Your Direct Debit instruction after such 14 day period before the full Premium has been paid You will remain liable for the balance of payment(s) due.

How to Arrange Assistance and Make a Claim

1. Before requesting assistance and making a claim check that the circumstances are covered by this Policy.
2. Telephone the helpline on 01202 591100 quoting Your AquaCare Account Number and provide details of the problem. All requests for assistance must be made in this way and not to contractors directly, otherwise the Work will not be covered.
3. We guarantee a same day response. We shall not be liable for any delay or inability to effect repairs which is caused by circumstances beyond Our control e.g. adverse weather conditions.
4. We will cover the cost of all Work covered by this Policy. You will be responsible for paying:–
 - (a) Call-out charges if there is no-one at Your Property when the Authorised Repairer arrives.
 - (b) Work in excess of the limits of the benefits.
 - (c) Any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

Conditions

1. You must take reasonable care and maintain Your Property and its equipment in good order and take all reasonable precautions to prevent loss or damage.
2. If You are covered under another insurance Policy or maintenance contract, We will only be liable for Our rateable proportion of the costs.
3. If any information provided to Us by You or anyone acting on Your behalf is inaccurate or You fail to disclose any information which might reasonably affect Our decision to provide insurance to You or Our assessment of Your claim, Your cover under this Policy shall end and no refund of Premium shall be due. In the event of any benefit being paid as a result of such actions, or You or Your representative's recklessness or negligence, all payments in respect of the product(s) covered here under shall be forfeited and We reserve the right to demand that any such payments are repaid by You and/or take legal action against You.
4. We reserve the right to refuse application or renewal of membership to AquaCare.
5. Both You and We are free to choose the law applicable to this Policy. Unless agreed to the contrary, prior to the Commencement Date, this Policy shall be governed by English Law.
6. In the event of an insurance claim, any information that You provide to Us may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator is available from Us.
7. The companies which provide the products and services related to this Policy are regulated by the Financial Services Authority and are a member of the Financial Services Compensation Scheme (FCSC). It is the duty of the FCSC to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the FCSC General Insurance is covered for 100% of the

first £2000 and 90% of the remainder of the claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request.

8. A 10 day deferment period applies, meaning that Your insurance will not start until 10 days after Your application has been accepted by Us. Your Commencement Date is shown on Your Certificate of Insurance. The deferment period does not apply to renewals which have been accepted within the specified renewal offer period.

Enquiries and Complaints

Any enquiries or complaints You may have regarding this Policy should be addressed to AquaCare, Knapp Mill, Mill Road, Christchurch, BH23 2JY.

Any enquiries or complaints You may have regarding the administration of this insurance should in the first instance be addressed to AquaCare, Knapp Mill, Mill Road, Christchurch, BH23 2JY.

If the matter remains unresolved You may write to the Managing Director at the same address.

Any enquiries or complaints You may have regarding the terms of this insurance should in the first instance be addressed to the Insurer, London General Insurance Company Limited, Eaton House, 152-158 Northolt Road, Harrow, HA2 0EA. If the matter remains unresolved You may write to the Managing Director at the same address.

If Your complaint addressed to any of the above parties is not resolved to Your satisfaction You may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR (Telephone 0845 080 1800) clearly stating the nature of the complaint and the party to which that complaint was originally addressed.

None of the above affects any right of legal action You may have.

Customers with special needs

If You have hearing or speech difficulties You may text telephone Us on 020 8869 1796/97. This document and all Our literature is available in large print, audio and Braille – We will be happy to supply You with a copy or You can call Us on 0870 849 9805.

Declaration

Failure to disclose all material information or any change in the information (i.e. information likely to influence the assessment of the risk) could invalidate this Policy. If You are in doubt whether information is material, it should be disclosed. Your Certificate of Insurance has been issued on the information disclosed by You and set out in the Certificate of Insurance. If any of the information is incorrect You have the duty to inform Us immediately. Failure to do so could invalidate this Policy. You must take all reasonable action to avoid or minimise the cost of an incident.

