

Important:
Please read and keep safe

Home Emergency Policy

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HOME EMERGENCY POLICY

This **policy** only applies when shown on **your schedule**.

This is **your** Home Emergency policy booklet. It refers to the additional cover **you** have purchased to supplement **your** Aviva Direct Home Insurance policy. It explains what **your** additional cover protects **you** for and must be read in conjunction with **your main policy booklet**. Unless specified in this policy booklet, the terms of the **main policy booklet** will also govern **your** additional cover.

Home Emergency **policy** provides **you** with assistance in the event of an **emergency** at **your property**.

We describe an **emergency** as an unforeseen and sudden incident which (i) causes a loss of **essential services** or damage to **your property**; or (ii) exposes a risk to **your** health; or (iii) makes **your property** uninhabitable, and which is set out below in any of the 'What is covered' sections.

Aviva Direct claims service number: 0345 300 3346

This is the telephone number to call if **you** want to make a claim for an **emergency**, which is covered under this **policy**.

Lines are open 24 hours a day, 365 days a year. Once **you** have called to make a claim under this **policy** our advisors will arrange to get an **engineer** to the **property** as soon as possible.

Aviva Direct customer services number: 0345 030 7078

This is the telephone number to call when **you** have any questions about this **policy**. Lines are open 8am-8pm Monday to Friday, 9am-5pm Saturdays and 10am-4pm Sundays.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Useful information regarding your policy

Smell gas; think you have a leak?

If **you** think **you** have a gas leak **you** MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will need to visit **your property** and isolate the leak before **we** can provide any assistance.

Boiler servicing & carbon monoxide leak

When the gas that fuels **your** boiler isn't burnt correctly, carbon monoxide is produced. Carbon monoxide cannot be seen or smelt but can cause headaches, nausea, drowsiness and can cause death as well. So it is vital to get **your** boiler and gas appliances inspected and serviced regularly. This will ensure they are working as safely and efficiently as possible.

Creating access

On arriving at **your property**, the **engineer** will aim to locate the source of the incident. If direct access is not available (for instance if there are floor tiles or floorboards, or any of **your** possessions (such as storage boxes or furniture) in the way) the **engineer** will need to create access. If **you** want the **engineer** to do this, **you** will be asked to confirm this in writing while the **engineer** is at your **property**. Unless stated in any of the 'What is covered?' sections below, **we** will not cover **you** for any damage that may be caused to the **property**, its contents, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by **our engineer's** negligence). If **you** do not want the **engineer** to create access, **we** will be unable to do the work until **you** have arranged access.

EXPLAINING THE PARTIES INVOLVED IN THIS POLICY

This Home Emergency **policy** is underwritten by Aviva Insurance Limited, Claims handling is managed by HomeServe Membership Limited.

HomeServe Membership Limited (HomeServe) is registered in England with No. 2770612, registered office at Cable Drive, Walsall, West Midlands WS2 7BN. Authorised and regulated by the Financial Conduct Authority, registration number 312518.

You can check the above registration details on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IMPORTANT INFORMATION ABOUT YOUR HOME EMERGENCY POLICY

- **Choice of Law** - please refer to **your main policy booklet**.
- **Use of Language** - please refer to **your main policy booklet**.
- **Customers with Disabilities** - please refer to **your main policy booklet**.

YOUR CANCELLATION RIGHTS

You have a statutory right to cancel this **policy** within 14 days from the day of purchase or the day on which **you** receive **your** Home Emergency policy booklet whichever is the later. Please refer to **your main policy booklet** for full details of **your** right to cancel.

OUR RIGHTS

We will be entitled, at **our** cost, but in **your** name, to:

- take legal proceedings for **our** own benefit in respect of the cost of any claim made under this **policy**, damages or otherwise, or
- take over and conduct the defence or settlement of any claim.

We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

You agree to give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

COMPLAINTS PROCEDURE

Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customer problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If your complaint is about how the policy was sold, you can call **0345 030 7078**.

(Open 8am-8pm Monday to Friday, 9am-5pm Saturdays and 10am-4pm Sundays)

Or you can write to: Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR.

If your complaint is about:

- the terms and conditions of your policy, or
- the decision made on your claim, or
- the settlement amount of your claim, or
- the way your claim was dealt with

you can call HomeServe on 0345 300 3346

Or you can write to HomeServe at: HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone:

0800 023 4567 (free from landlines), or **0300 123 9123**

Or simply visit their website at **www.financial-ombudsman.org.uk**

Whilst we are legally bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

If your complaint is about your Aviva Direct Home Insurance policy, please refer to your main policy booklet for details on how to make a complaint.

Financial Services Compensation Scheme

HomeServe are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if HomeServe cannot meet its obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street London, EC3A 7QU.

DEFINITIONS

Wherever the following words appear in bold in this **policy**, they will have the meanings as set out below:

Engineer

A person employed or authorised (or both) by HomeServe to assist with **your emergency**.

Emergency

A sudden and unforeseen incident at the **property** which is set out in any of the 'What is covered' sections below and which:

- exposes **you** or a third party to a health risk, or
- causes a loss of **essential services** or damage to the **property**, or
- makes the **property** uninhabitable.

Essential services

Any of the following services:

- mains drainage, up to the boundary of the **property**, or
- water, electricity and gas supply to and within the **property**, or
- the main source of heating of the **property**.

Main policy booklet

Your Aviva Direct Home Insurance policy booklet.

Policy

Your Home Emergency cover as set out in this policy booklet, **your main policy booklet** and **your** most recent **schedule**.

Property

The total area of the land and buildings at the address set out in the **schedule** including the house, flat or apartment and any attached outbuilding (for example, a garage or lean-to shed), but excluding:

- any communal or service duct areas, and
- detached garages, sheds, greenhouses and non-permanent structures.

Schedule

The document that gives details of **your** Aviva Direct Home Insurance policy, **your** Home Emergency **policy** and the insured limits.

You/Your – the owner of the **property** who is named on the **schedule** and any person authorised to be in the **property** at the time of the **emergency**.

COVER

- In the event of an **emergency we** will cover the costs of labour, parts and materials (including VAT) up to an amount of £1,000 per claim.
- There is no limit to the number of claims **you** can make.
- Hotel accommodation. In the unlikely event that **your property** becomes uninhabitable as a result of an **emergency, we** will reimburse **you** for **your** hotel costs (room and transport to the hotel only) up to an amount of £1,000 per claim.
- **We** will not cover anything which is specifically excluded in any of the 'What is not covered' sections below.

Repair of your main heating system

We will cover **your** main heating system as follows:

- A. Breakdown of Gas central heating system.
- B. Breakdown of Oil-fired central heating system.
- C. Breakdown of Electric heater(s).

Exclusions that apply to all main heating systems A, B and C

We will not cover the following:

- Routine maintenance, cleaning, and servicing.
- LPG (Liquid Petroleum Gas) boilers.
- Dual-purpose boilers (e.g. Agas and Rayburns used for cooking and central heating).
- Warm air and solar heating systems.
- Sludge, scale or rust in the primary heating system, or damage caused by a harmful chemical in the water.
- Repair or replacement of convector heaters, water tanks and hot water cylinders.
- Separate heaters providing hot water.
- Adjustment of timing and temperature controls.
- Resetting of circuit breakers that **you** can reset, if resetting falls outside the permanent repair work **we** do.
- Underfloor heating.
- Other appliances such as cookers and fires.
- Radiators or radiator valves.

Important information regarding the cover for your main heating system

Main heating systems that are beyond economical repair

On assessment of **your** main heating system, **our engineer** may declare it to be 'beyond economical repair'; this means:

- the cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar mode, or
- **we** are unable to obtain the required manufacturer's spare parts from **our** suppliers to complete the repair, within 28 days.

Temporary heating

If a part needs to be ordered and it will take over 72 hours to arrive from the **engineer's** first visit, **we** will deliver two electrical heaters to **your property**. The heaters will be yours to keep.

Contribution towards a new boiler or electric heater

In the unlikely event that **your** main heating system is declared beyond economical repair, **we** will advise **you** to replace it and will contribute £500 towards the cost of a new boiler or electric heater. **You** are responsible for arranging for a replacement.

You will then have the choice to continue with the cover and **your** new boiler or heater(s) will be covered as long as it is not excluded under the 'What is not covered' sections or the Home Emergency general exclusions section of this **policy** or **you** can cancel your **policy** with the procedure outline under the Cancellation Rights in this **policy**.

Boilers and electric heaters under manufacturer's warranty or guarantee

If **your** boiler or electric heater is under a manufacturer's warranty or guarantee, any repair work undertaken under this **policy** may invalidate that warranty/guarantee. **We** strongly advise that **you** check the warranty/guarantee terms and conditions before making a claim as **we** will not be liable in the event that **our** repair work invalidates any warranty or guarantee.

Please read the relevant section (A, B or C) below for an explanation of the cover that applies to **your property**.

A. Breakdown of gas central heating system

What is covered?

You are covered for the failure of **your** gas boiler and/or central heating system. Work will be done by a Gas Safe registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- No hot water.
- No heating.
- Draining down and isolation of a leaking water tank, radiators or water cylinders or both.

What is not covered? (Also see the Home Emergency General Exclusions)

We will not cover the following:

- Immersion heaters, combination cylinders, Elson tanks, thermal storage units, (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax) or their controls.
- Separate gas heaters providing hot water.
- Fan convector heating.
- Combined heat and power systems.
- Cosmetic damage.
- Other gas appliances except gas fires forming part of a back boiler.

B. Breakdown of Oil-fired central heating system

What is covered?

You are covered for the failure of **your** oil boiler and/ or central heating system. Work will be done by an oil specialist **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- No hot water.
- No heating.
- Draining down and isolation of a leaking water tank, radiators or water cylinders or both.

What is not covered? (Also see the Home Emergency General Exclusions)

We will not cover the following:

- Breakdown, fault, damage or destruction caused by the system being allowed to run out of oil or by the use of unsuitable fuel.
- Losses caused by delays by **our** suppliers or their agents getting spare parts that are not immediately available.
- Defect or failing arising from the original design of the boiler or system or both.
- Replacing the expansion tank.
- Plastic or metal oil tanks and their associated pipework and contents.
- Repair or replacement of the water jacket or heat exchanger.
- Flues, except balanced flues that are integral to the boiler.
- Items not forming part of the boiler or system or both, e.g. water pumps installed separately.

C. Electric heater(s) breakdown

What is covered?

You are covered for the failure of **your** electrical heater(s). Work will be done by an approved registered **engineer** who will repair or replace the relevant part(s).

Examples of what we will cover:

- Failure of electric storage or panel heater(s).
- Repair or replacement of the permanent wiring to the electrical heater(s).

What is not covered? (Also see the Home Emergency General Exclusions)

We will not cover the following:

- Electric water heaters.
- Any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smarheat systems, wet systems and underfloor heating.
- Heated towel rails, infrared heaters, electric fires, skirting or kickspace floor heaters.
- Air conditioning units.
- Immersion heaters.
- Cosmetic damage to the casing of domestic electrical heaters or timer switches.
- Failure or breakdown of timers for domestic electrical heaters where there is a manual override facility.

Internal plumbing and drainage

What is covered?

You are covered for emergencies relating to **your** internal plumbing or drainage or both, which results in total loss of water to **your property** or loss of water to **your** kitchen taps, blocked drainage, leaks or loss of toilet facilities in **your property**.

If the **property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** solely own.

Examples of what we will cover:

- Blocked toilet.
- Leaking pipe.
- Leaking soil vent pipe.
- Blocked waste pipe.
- Leaking toilet.
- Leaking internal stop-tap.
- Emergencies that require the draining down and isolation of a leaking cold water tank or hot water cylinder.
- A complete drain blockage that results in all sinks being blocked.

What is not covered? (Also see the Home Emergency General Exclusions)

We will not cover the following:

- Domestic appliances and their inlet or outlet pipes, e.g. washing machines or dishwashers.
- Dripping taps that need repair.
- Replacement of water tanks or radiators, thermostatic radiator valves, hot water cylinders and sanitary ware (e.g. basins and toilet bowls).
- Showers including the shower unit, controls, outlet or shower head.
- Frozen pipes that have not caused a permanent blockage.
- Smells and noises from pipework or drains.
- Leaking overflow pipes.
- Repairs to **your** water supply pipe.

External drainage

What is covered?

You are covered for a blockage to the underground drainage pipes that are not beneath or inside any building or outbuilding and serve **your property** only (i.e. are not shared) and that are within **your property** boundary. If the drainage pipe is not **your** responsibility, **you** will need to contact **your** local water supply company.

The **engineer** will leave **your** drain running clear by unblocking the drain or repairing or replacing damaged sections of waste pipe. This includes leaving the ground level after refilling any hole the **engineer** has to dig.

Examples of what we will cover

- Blocked external drain.
- Collapsed external drain.

What is not covered? (Also see the Home Emergency General Exclusions)

We will not provide any cover under this external drainage section if the **property** is a flat or apartment.

We will not cover the following:

- a. Drains (sewers) for which **you** do not have responsibility, including the lateral or shared drains and drains that are outside **your property** boundary.
- b. Frozen pipes that have not caused permanent blockage.
- c. External guttering, rainwater downpipes, rainwater drains and soakaways.

- d. Drain clearance where **we** have previously advised **you** to install access points (e.g. rodding eye, manhole) and **you** have not done so.
- e. Like-for-like reinstatement of decorative items such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

Internal gas supply pipe

What is covered?

You are covered for a leak on **your** internal gas supply pipe. After the National Gas Emergency Service has visited **your property** and isolated **your** gas supply, work will be done by a Gas Safe registered **engineer**, who will repair or replace the damaged section of internal gas supply pipe. **Our engineer** will also turn **your** gas supply back on.

Examples of what we will cover

- Leaking internal gas supply pipe.
- Leaking gas supply hose connecting to a gas cooker.

What is not covered? (Also see the Home Emergency General Exclusions)

We will not cover the following:

- External gas supply pipe (it is the responsibility of the National Grid).
- Appliances connected to **your** internal gas supply pipe.
- Sections of the internal gas supply pipe that are outside the **property** or inside any outbuilding on the **property**.

Electrical emergency and breakdown

What is covered?

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

Examples of what we will cover

- Breakdown of fuse box.
- Lost power to circuit.
- Permanent damage to the domestic electrical wiring caused by a power cut.

What is not covered? (Also see the Home Emergency General Exclusions)

We will not cover the following:

- A power cut that affects more than just **your property**.
- Non-permanent wiring or electrics, e.g. kettles, fairy lights and other appliances with plugs.
- Repairs or replacements of wall sockets, switches and light bulb sockets.
- Routine electrical maintenance tasks e.g. replacing light bulbs and adjusting the timer.
- Permanent wiring to the following appliances and any wiring or electrics connected to them: satellite dishes, radio or television aerials and their fittings or masts, burglar alarms and smoke detectors, telephones and their associated wiring, doorbells and electrical gate or garage door systems, air conditioning units.
- The shower unit or immersion heater unit.
- Portable or fixed electrical heating systems or energy efficiency management systems.
- Repairing or replacing wiring encased in rubber or lead.
- 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.

Security and roofing

What is covered?

You are covered for damage to roofing, external windows and doors, broken locks and loss of keys.

If a security or roofing incident happens, **we** will protect **your property** from further damage or make sure the **property** is secure (or both).

Examples of what we will cover

- Use of tarpaulin to protect the **property** if roofing tiles are blown off during bad weather.
- Boarding up of broken glazing to make the **property** secure.
- Repair of broken locks for external windows and doors if the **property** is insecure.
- In the event **your** keys are lost/stolen and there is no other set available to access the main house on **your property**, **we** will provide an **engineer** to assess the most efficient way to gain access. This is usually by replacing the locks and keys; however in some circumstances it may be more practical to find an alternative solution to suit both parties.
- Making the **property** secure after loss of external-door keys that are **your** responsibility.
- Repair of garage door to make the **property** secure.

What is not covered? (Also see the Home Emergency General Exclusions)

We will not provide cover for any roofing **emergency** if the main home on the **property** is a flat or apartment.

We will not cover the following:

- Loss of keys for any building on the **property** that is not the main house, including detached outbuildings, garages, greenhouses, sheds or communal or shared areas.
- Loss of keys to the main house on the **property** if **you** have access to another set of keys.
- Replacement of an attached garage door, or repair or replacement of the electrical unit powering a garage door.
- Doors and windows that do not secure the **property**, such as internal porch doors, internal doors and internal conservatory doors.
- Claims for keys, locks and glazing in shared communal areas if **your property** is a flat or apartment.

Pest infestation

What is covered?

You are covered for the removal of an infestation of the following:

Brown or black rats or house or field mice in the main house, flat or apartment on **your property**.

Wasps' or hornets' nests anywhere on **your property**.

What is not covered? (Also see the Home Emergency General Exclusions)

If **your property** is a flat or apartment, cover is limited to the inside of the flat or apartment that **you** own.

We will not cover the following:

- Ants, cockroaches, bedbugs, fleas, spiders, flies, birds, squirrels, bees or any other pest that may require specialist removal.
- Rats or mice outside the main house on the **property** e.g. in detached garages, the garden and other detached outbuildings.
- Pest infestations where **you** have not followed **our** previous recommendations on how to avoid such problems.
- Problems where **you** cannot tell **us** the type of pest concerned.
- Damage caused by pests to **your property** and contents (e.g. if a rat chewed through **your** sofa), unless otherwise stated in any 'What is covered' section in this **policy**.

HOME EMERGENCY GENERAL EXCLUSIONS

The following are excluded from **policy** so **we** will not be liable for:

- a. Any costs or activities above the claims limit or any other limit specified in any 'What is covered?' section. **You** are responsible for agreeing and settling any such costs directly with the **engineer**.
- b. Any losses caused by any delays in getting spare parts.
- c. Any associated expenses or losses you incur which relate to an **emergency** but are not directly covered by this **policy**.
- d. Systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place for the UK manufacturer's instructions or both; or that are subject to a manufacturer's recall.
- e. Instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines.
- f. Any defect, damage or breakdown caused by malicious or deliberate 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.
- g. The costs of any work carried out by **you** or people not authorised by **us** in advance.
- h. 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.
- i. Normal day-to-day maintenance of the items covered by **your policy** at **your property**, for which **you** are responsible.
- j. Situations where because of health and safety and with **your** prior agreement, another **engineer** has to be brought in who **we** do not employ, e.g. to handle asbestos.
- k. Loss caused by damage occurring while the **property** has remained unoccupied for 60 or more consecutive days.
- l. Loss arising from subsidence, heave of the site or landslide caused by:
 - i. Bedding down of new structures.
 - ii. Demolition or structural repairs or alterations to the **property**.
 - iii. Faulty workmanship or the use of defective materials.
 - iv. River or coastal erosion.

- m. Loss, damage or indirect costs 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.
- n. Investigative work where the incident that caused **you** to claim has already been resolved.
- o. Claims to do with mobile homes and bedsits – please see the definition of **property** in the 'Definitions' section.
- p. Loss, damage related to:
 - i. Pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves.
 - ii. Water softeners.
 - iii. Waste disposal units and macerators.
 - iv. Air conditioning units.
 - v. Unvented hot water cylinders or their controls.
 - vi. Cesspits, septic tanks and any outflow pipes.
 - vii. Vacuum drainage systems.
 - viii. Swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps.
 - ix. Ground, air and water source heat pump systems.
 - x. Power generation systems and their associated pipework, pumps, panels and controls including solar panels or wind turbines or both; combined heat and power systems (systems that generate electricity and heat at the same time).

HOME EMERGENCY GENERAL CONDITIONS

- a. **Your** duty to prevent an **emergency** – **You** must take all reasonable precautions to prevent an **emergency**. **You** must ensure that the normal day-to-day maintenance of **your property** is undertaken and that the **property** is in good condition.
- b. **Fraud** – please refer to the General Conditions section of **your main policy booklet**.
- c. **Monthly payment plan** – please refer to the General Conditions section of **your main policy booklet**.
- d. **Cancelling this policy** – please refer to the General Conditions section of **your main policy booklet**.

www.aviva.co.uk



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