



**Hometree**

**TERMS & CONDITIONS**



# Welcome to the Hometree Family

## **Thank you for choosing Hometree to be your home cover provider.**

We believe that customers should get better, more affordable home cover plans with no unfair price hikes and the best customer service possible.

As part of this, we have designed our terms and conditions to be as easy to read and as transparent as possible. This is the legal part of your agreement with us and the insurer, but we have tried to remove any confusing jargon and language from it so that it is easy to understand.

We want you to know exactly what you are paying for so please do spend a bit of time reading this as it will help you understand exactly what is included in the policy.

We have created our products by listening to customers and understanding their needs. This is an ongoing process and therefore we value hearing from as many of you as possible so we can shape our future products. If there is anything you don't understand or have any other thoughts, please do reach out as we love hearing from our customers!

All insurance documents and all communication with you about this policy will be in English.



## What's included in our plans

The table on this page shows which areas of cover are included within each of our Plans.

Please use the Plan names at the top of the table to find out what's included in your cover. You can find full details of each area of cover within this document.

	<b>Your Boiler</b>	<b>Your Heating</b>	<b>Your Home</b>	<b>Your Home Plus</b>
Annual Boiler Service	✓	✓	✓	✓
Gas Boiler, Flue & Controls	✓	✓	✓	✓
Gas Supply Pipe	✓	✓	✓	✓
Wider Central Heating		✓	✓	✓
Plumbing			✓	✓
Drains			✓	✓
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Pest Control				✓



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# 1

## DEFINITIONS

A list of important definitions we use in these terms and conditions.



Some phrases that we use in these terms and conditions have specific meanings. When you see these words appear in the document, look at this list for the specific meaning.

<b>agreement</b>	All the documents that give you information about your policy. This includes the welcome letter, and these terms and conditions.
<b>beyond economic repair (BER)</b>	When according to the expert judgement of our claims team the cost of repair is more than the value of the boiler.
<b>claims team</b>	The Hometree team responsible for organising claims.
<b>callout fee</b>	This is your policy excess, it's the amount you will be required to pay towards each claim you make under this policy.
<b>home</b>	A building designed for residential use that you own and either live in or rent out for someone else to live in, including any attached garage or conservatory.
<b>insurer</b>	Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.
<b>residential use</b>	A building where fewer than half of the rooms are used for any type of commercial purposes. We can only cover it if the total output of all boilers combined is less than 70kW.
<b>start date</b>	The day your contract comes into effect. This date is confirmed in your welcome letter.
<b>system</b>	A particular area of the home that we have agreed to protect, depending on the cover level selected. These are the boiler and controls, central heating, plumbing and drains and home electrics.
<b>we/us/our</b>	Hometree Services Limited is the plan administrator and provider of the Annual Service Visit.
<b>welcome letter</b>	The email or letter which forms part of the policy containing your name, home address, level of cover provided, any addons and any callout that may apply.
<b>you/your</b>	The person listed as the policy holder.



# 2

## **WHAT IS INCLUDED IN YOUR POLICY**

Here, we outline the key items that are covered in your policy as well as important payment information.



# OUR POLICIES

Once you have purchased your insurance policy, We will send you a welcome letter confirming when your policy starts. You can see which type of contract you have on your welcome letter. You must be the owner of the home. You will not be able to request a repair in the first 14 days of your start date.

### Prices and price change

All of our policies are annual contracts but you can pay for policy by either monthly or annual Direct Debit.

Your policy is made up of 2 plans:

- Insurance plan – claims for repairs to parts that are shown in the ‘What is covered’ section
- Other non-insurance plan – such as the annual service or Landlords Gas Safety Record (if these are included)

Your agreement shows the total amount you will pay and the length of your contract. This includes the gross premium of your insurance policy as well as the amount you pay for any non-insured services including all applicable taxes.

Our price will not change over a 12-month period unless you change your agreement or the Government changes the relevant tax rate.

### Renewals

All of our contracts are up for renewal every 12 months. We will write to you at least 30 days before your insurance policy is due for renewal and inform you if there are any price changes. We will keep renewing your insurance policy automatically, until you ask us to stop.





### ***What is covered***

We will send an engineer to repair any breakdowns related to the below and pay for the callout, parts and all labour involved.

#### ✓ **Boiler**

Repairs to a single natural gas boiler in your home

If your boiler is under seven years old and we declare that it is Beyond Economic Repair, we will provide and fit a replacement boiler of a similar make and model. It might not be the same make or model or fitted in the same place.

#### ✓ **Flue**

Repairs to the flue including the flue terminal, up to three metres in length.

We will arrange a replacement of the existing flue, including the flue terminal if we are unable to repair it.

#### ✓ **Controls**

Repairs to the controls that make the boiler work, including the programmer, any thermostats, motorised zone valves and central heating pump.

We will arrange replacement controls if our engineer advises that we are unable to repair.

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

#### ✗ **Other types of boilers/ heaters**

You are not covered for repairs to the following:

- Warm air units or fan convactor heaters.
- Electric Boilers.
- LPG boilers.
- Kickspace heaters.

#### ✗ **Sludge**

We won't be able to repair damage caused by limescale, sludge or other debris if our heating engineer has advised you that you need to carry out repairs or a powerflush.

*See section 4. What we are not able to cover for the full list of general exclusions.*



### ***What is covered***

#### ✓ **Gas Supply Pipe**

Repairs to the gas supply pipe – the pipe that connects your gas meter to your gas appliances.

We will arrange a replacement gas supply pipe if our heating engineer advises that we are unable to repair.

#### ✓ **Wider Central Heating**

Repairs to:

- Expansion tank, radiators, towel rail radiators (both straight and curved), bypass and radiator valves.
- Hot water cylinders and any immersion heater and its wired in timer switch.
- The pipes that connect the central heating system, for example, the pipes that connect to your radiators or cylinders.

#### ✓ **Plumbing**

Repairs to the plumbing system on your home including:

- Your hot and cold-water pipes between your internal stopcock up to but not including garden taps or the flexible pipes to your kitchen appliances.
- Cold water tanks, toilet siphons, isolation, ball, and radiator valves.
- Your water supply pipe from the boundary of your property to your home.

We will arrange a replacement of the parts if our engineers advise that we are unable to repair.

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

#### ✗ **Sludge**

We won't be able to repair damage caused by limescale, sludge or other debris if our heating engineer has advised you that you need to carry out repairs or a powerflush.

*See section 3. What we are not able to cover for the full list of general exclusions.*



### *What is covered*

#### ✓ **Drains**

Repairing and unblocking drains to restore flow, including toilets.

#### ✓ **Home Electrics**

Repairs to the mains electrical system and wiring on your home including:

- The fuse box, light fittings, switches, sockets, isolation switches and your immersion heater timer switch.
- Extractor fans up to 15cm in diameter.
- Doorbells and smoke alarms that are connected to the main wiring.
- Outside lighting as long as it's fixed to your home or outbuildings and fitted less than three metres above ground.

### *What is not covered*

#### ✗ **Collapsed Drains**

Repairing or replacing drains that have collapsed or where any excavation is required.

- that have collapsed or,
- where any excavation or removal of tree roots are required for outdoor heating.

#### ✗ **Non-wiring electrics**

Repairing or replacing:

- Lightbulbs and light fittings.
- Satellite systems, DVD players, etc.

#### ✗ **Outbuildings or outside electrics and lighting**

Repairing or replacing:

- Electrics in your outbuildings if the supply is connected to a separate electricity meter than the one in your home.
- The electricity supply cable up to the fuse box or mains isolation switch (if you have one fitted).
- Power cables between your home and any detached outbuildings.
- Rubber or lead covered cables.
- Outside lighting not fixed to your home or outbuildings.
- Complete or substantial system rewire of your home.

See section 3. *What we are not able to cover for the full list of general exclusions.*

## 2. WHAT IS INCLUDED IN YOUR POLICY

### *What is covered*

#### ✓ Taps

Repairs to taps inside your property which are dripping or seized including replacement of non-ceramic tap washers.

If your tap(s) cannot be replaced, we may be able to replace them providing they are easily accessible, but you would be required to source and supply the taps.

#### ✓ Home Security

- Boarding up broken external doors or windows if your property is not secure.
- Repairing or replacing broken locks on external doors and windows if your property is not secure or if the key has snapped off in the lock.
- Gaining access to your property if you are locked out due to lost, stolen or broken keys.

#### ✓ Pest Control

- Treatment for brown or black rats and field mice inside your home.
- Treatment for wasps and hornets' nests inside your home, garden, outbuildings or garage.

### *What is not covered*

#### ✗ Taps

Outside taps, designer taps and boiling water taps.

#### ✗ Home Security

- Gaining access if another set of keys exist.
- Electronic units that power garage doors.
- Internal doors, windows and associated locks.
- Windows and locks in outbuildings that are not connected to your home.

#### ✗ Pest Control

- Pest infestations where reasonable hygiene measures have not been taken
- Any damage caused by pests
- Removal of wasps or hornets' nests after they have been treated
- Treatment for any pests not listed under the inclusions

See section 3. *What we are not able to cover for the full list of general exclusions.*



# LANDLORD PACKAGES

This section only applies if you have a chosen one of our Landlord plans.

If you're a landlord, it's a legal requirement that you have a valid Landlord Gas Safety Record (LGSR) for the gas meter, gas pipework and all the gas appliance(s) in your home.

If you purchased a landlord's policy you will get the services included in the package you purchased (Your Boiler, Your Heating, Your Home or Your Home Plus) and also receive a Landlords Gas Safety inspection on all the gas appliances in the home. We will usually do the LGSR at the same time as the annual service.

### *What is covered*

We will send an engineer to repair any breakdowns related to the specific Landlord product you have chosen see **Section 2 What's Included in Your Policy**.

#### ✓ **LGSR (Landlord Gas Safety Record)**

This includes:

- An inspection of your gas meter, gas pipework and gas appliances in your home.
- A Gas Safety Certificate for your gas meter, gas pipework, gas boiler and gas appliances. We can email the Gas Safety Certificate to you and your tenant too if you prefer.

### *What is not covered*

Here are the things we do not cover specific to the product. There are also general exclusions in their own section.

#### ✗ **Gas Appliances**

Repairs to other gas appliances that are not included in your main policy.

#### ✗ **Gas Meter**

Repairs to your gas meter.

#### ✗ **Reinspection**

Your policy only includes one LGSR. If you fail your first one you will need to pay extra for a reinspection.



# 3

## **WHAT WE ARE NOT ABLE TO COVER**

This section lists our 'general exclusions'. They are important to understand because we cannot cover certain things.



# GENERAL EXCLUSIONS

Here are the things we do not cover as general exclusions to all our policies.

## *What is not covered*

### ✗ Pre-existing faults

Any problems that our engineers judge to have happened before the start of your insurance policy.

### ✗ Showers

Repairing your showers their parts, and pumps.

### ✗ Bathroom and water related items:

Repairs or replacing:

- Sanitary ware – which is ceramic such as sinks, lavatories or toilet bowls.
- Seals and grouting, which generally fill gaps between tiles.
- Spa baths, water softeners, water filters, water meters and waste disposal units.
- Water Pumps that are designed to boost your mains water pressure.
- Sanitary macerators.
- Water pipes between your home and any detached outbuildings on your property and any water supply pipe that does not supply water to your home.

### ✗ Garden items

Repairing or replacing:

- Fountains, ponds or water features, garden irrigation systems.
- Rainwater pipes, guttering and frozen pipes that need defrosting where there is no other damage.
- Plumbing in your outbuildings if the supply is provided by a separate mains connection than to your home.
- Manholes and their covers, soakaways, septic tanks, cesspits, drainage pumps, treatment plants and macerators and their outflow pipes.

Cleaning and descaling your drains and shared drains.



# GENERAL EXCLUSIONS (cont.)

## ✗ Outbuildings or outside electrics and lighting

Repairing or replacing:

- Electrics in your outbuildings if the supply is connected to a separate electricity meter than the one in your home.
- The electricity supply cable up to the fuse box or mains isolation switch (if you have one fitted).
- Power cables between your home and any detached outbuildings.
- Rubber or lead covered cables.
- Outside lighting not fixed to your home or outbuildings.
- Complete or substantial system rewire of your home.

## ✗ Electrical Appliances

Electrical appliances including washing machines, dishwashers, cooker extractor hoods, burglar alarms and camera systems.

## ✗ Electric Heating

Repairing or replacing:

- Storage and panel heaters, underfloor heating.
- Solar panels and solar inverter.

## ✗ Wi-fi or hub issues

Wifi issues or internet connections that are necessary to make your controls and heating system function correctly.

## ✗ Swimming Pools, Heat Pumps and Underfloor/ Outdoor Heating

You are not covered for repairs to the following:

- Swimming pools.
- Underfloor heating.
- Solar Panels.
- Any part of your boiler and controls which directly supplies a swimming pool.
- Air or ground source heat pumps.
- Or any systems or controls designed for outdoor heating.





It is important to read and understand this section to understand because there are some things that we and the insurer have decided not to cover.

These conditions exist to make sure we provide you with the best service we can, using our expertise. We have spent a lot of time working with the insurer and our customers and engineers to decide what we choose not to cover in an effort to keep our prices low and our customer service high.

### **Beyond Economic Repair**

Boilers have a limited life. Depending on the make or model of the boiler this can be between 7-20 years. This means that the value of a boiler falls over time. Sometimes when the cost of the repair for the boiler is likely to be more than the current value of your boiler, we will not be able to carry out the repair and instead declare the boiler beyond economical repair.

If the boiler is under 7 years old and we deem it Beyond Economic Repair, we will be able to fit a replacement and cover the entire cost.

If it is over 7 years old we will not cover the cost of a new one but we can offer you a 15% discount towards a new one. You can choose to get a new boiler installed by someone else, but we will not be able to contribute anything towards this.

### **When spare parts are no longer available**

We will provide replacements with similar functionality to the replaced parts, but these might not have the exact same features. If you decide to give us a replacement part that you have purchased yourself, our engineer will install it as long as the replacement part is on our approved list.

We will try to get parts from the original manufacturer or our suppliers but if a part cannot be sourced, we might need to cancel your contract.

If you have an older boiler there is a chance that we may not be able to get hold of all the parts we need to fix your boiler or central heating. If we've agreed to cover a boiler or appliance, we'll do what we can, within reason, to repair it but might not always be able to locate the required part. If you can find a manufacturer approved part, we will be happy to fit it and reimburse you if you give us a receipt.

### **Damage caused by others**

We are unlikely to agree to repair any faults or design faults that are caused by interference by anyone apart from us, including 3rd party engineers or utility suppliers. This includes if the damage is caused by a power cut.

Our engineer will use their expert judgement to decide how the damage happened and whether anyone other than us carries out any work on your boiler, appliance or system and damaged it.

### **Intentional Damage or Negligence**

We will not repair or replace any parts that have been deliberately damaged, misused or neglected. Our engineer will use their expert judgement to decide how the damage happened.

### **Curved or designer radiators**

Your insurance policy will not replace curved or designer radiators.

By designer radiator we mean a radiator

- of particular artistic design
- of intricate shape; or
- made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material



#### **Any damage that's covered by home insurance**

Your insurance policy does not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance.

#### **Making any improvements**

This policy is designed for repairs to your systems and therefore your insurance policy does not include any improvements or upgrades such as:

- replacing working radiators
- swapping standard radiator valves for thermostatic ones
- adding extra radiators

Where Hometree informed you that an improvement is necessary, the engineer may not continue to make repairs on that part of your boiler, appliance or system until the work has been carried out.

#### **Steel or iron pipes**

Your insurance policy does not cover the repair or replacement of steel or iron pipes. The only exception to this is your gas supply pipe and water supply pipe.

#### **Energy/central heating management systems**

Your insurance policy will not repair or replace energy or central heating management systems.

#### **External water supply stopcock (also known as stop tap or stop valve)**

If the engineer is unable to turn off the external water supply stopcock to your home to complete your repair, it will be your responsibility to arrange for this to be turned off.

#### **Any other loss or damage (consequential damage)**

Your insurance policy is not responsible for any

loss of, or damage caused as a result of, your boiler, appliance or system breaking, leaking or failing unless you can show that we caused the damage.

#### **Powerflush**

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators, and boiler parts.

The Hometree Power Flush is our way of removing that sludge from your system. We will tell you if your system needs a power flush to work properly. Please note that this will cost extra as this is not included in your insurance policy.

If someone else carries out a powerflush for you, we will need to see the receipt before we are able to carry out any more repairs or replacement work for damage caused by sludge.

#### **Getting access and reinstatement**

Our engineer will try to establish the source of a leak but if this is not readily possible your policy does not include establishing the source of a leak and you will need.

to arrange for this to be done before we can carry out a repair Our engineer will let you know if they need to remove cupboards or make holes in original surfaces in order to make a repair. This policy will cover up to £1,000 including VAT to gain access to carry out repair. This may involve removing and then re-fixing a cupboard.

We will fill in any excavation and leave the surface level where we have made access to an external drain or external water supply pipe, however we are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.



# 4

## HOW TO

Here we explain how and when we will organise your service visit, how you can make a claim, make a change, cancel your policy or make a complaint.



### How we organise your annual service visit

For products that include an annual service which is a check-up of your gas boiler, central heating, and ventilation each year to make sure it is working safely in line with the relevant laws and regulations.

#### Arranging the annual service visit

We will try to contact you or your authorised contact to book your annual service. We try to do these in summer months so that we can prioritise breakdowns in the winter. If you need your service outside of these months you can contact us, and we will try our best to fit you in.

We will make three attempts to contact you about your annual service. After the third failed attempt to contact you or your authorised contact, it is up to you to rearrange your annual service and you will not be refunded for the cost if you miss the annual service.

We will try to complete your annual service on the anniversary of your last service. However sometimes your annual service may be more than 12 months after your last service visit. In periods of local or national high demand for our services (usually due to cold weather), Hometree will prioritise breakdowns and therefore Hometree may need to rearrange these.

#### What's involved in an annual service

Your annual service may include testing the gas your boiler produces. If it is necessary to take your boiler apart to adjust or clean it, we will do so.

When we complete the annual service, our engineer will give you, or we will send you, a checklist that shows you exactly what we looked at as part of the annual service. If we find a problem or fault that needs to be fixed, we tell you about it.

#### Welcome Service

Depending on your circumstances, we may need to do a welcome service. This is a check to see if your system can be covered and that there are no pre-existing faults. We will usually do this within 28 days of your policy start date.

If we find your existing boiler and controls is not on the approved list or it has an existing fault, we will either:

- offer you a different insurance policy
- cancel your insurance policy
- tell you what needs to be done to fix it – and give you a quote for the cost of the repair. Once Hometree or someone else has fixed it then Hometree can then cover you

If your system passes the welcome service, our engineer will do an annual service immediately afterwards.



# How to organise a claim

## Arranging a claim

We aim to handle all claims as quickly and as efficiently as possible and strive to keep you updated along the entire process. To arrange a repair, please use our online booking tool here.

[Online booking tool](#)

## Grace period before you can request a repair

You will not be able to request a repair in the first 14 days of your start date.

## Paying callout fees

Some policies include a callout fee or an excess. You will find the callout fee you have selected on your welcome letter. When the claims team book your repair, they will ask to pre-authorise a debit or credit card for any callout fee to the repair. You will need to pay this before every new claim you make but we will not make you pay it if the engineer needs to reattend for the same claim (within a month).

## Arranging a time to visit or make repairs

We will try and arrange a repair or visit at a time that is convenient to you, unless something beyond our control makes that impossible – in which case the claims team will let you know as soon as possible and arrange another time when our engineer can visit.

## Cash payments

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

## If you miss any payments

Before we book your annual service or claim, Hometree will require you to pay for any unpaid/overdue premium payments and our engineer may not visit the home before these are paid.

## Freeholder Permission

Where it is a requirement of your lease that you obtain the Freeholders permission for certain works you warrant and indemnify Hometree where you agree to such works as we need to undertake to get your heating or appliances working again.



# How to make a change to your contract

## Moving home

Please tell us if you move to a new house as soon as possible, as your insurance policy is based on your current home. Depending on the circumstances, you may need to take out a new insurance policy and cancel your existing insurance policy. We may need to arrange a welcome service and we may need to charge you for this.

## Changes to your home or boiler

You need to let us know if there are any changes to your contact details including telephone number, address, or email. If you change your boiler during the contract period, you will need to inform us so we can confirm if your new boiler is on the approved list.

Your policy will continue as normal until you tell us. If your new boiler or appliance cannot be covered, we might need to cancel or change your insurance policy. It is your responsibility to check that you still need the same level of care. (This may not be the case if your new boiler has a manufacturer's warranty).

## Upgrades / Downgrades

If you wish to upgrade your policy to a different level of cover or change your callout fee, you can do this at any point. Depending on the circumstances, we may need you to sign up to a new insurance policy and cancel your existing policy. You will not be able to downgrade midway through your contract for free as this counts as a cancellation.



## How to cancel your contract

### How to cancel

All our contracts are annual contracts, so you are not able to cancel for free once you pass through your cooling off period.

### Cancelling in your cooling off period (within 14 days)

You can cancel your policy within 14 days of the start date or, if later, within 14 days of the date you receive this Policy Document. We will refund any premium you have paid as long as you have not had a service.

If we have carried out any work for you before the cooling off period ends and then you cancel your contract, you will have to pay cancellation charges to cover the cost of work done as follows:

Annual Service or Welcome Service - £90

Landlord Gas Safety Record - £120

### If you want to cancel after 14 days

If you have not had a repair or a service visit/Landlord Gas Safety Record from us, you are free to cancel without any fee as long as you give us one months notice. We will not offer any refunds for any previous months you have paid for. We will return any unused premiums if you paid annually.

If you had a repair or service visit/Landlord Gas Safety Record, we will cancel your agreement from the date you tell us but you will have to pay cancellation charges to cover the cost of work done as follows:

Annual Service or Welcome Service - £90 Landlord Gas Safety Record - £120

Repair - the remaining balance outstanding under the agreement. For example, if you have 5 months left of your contract you will need to pay an amount equivalent to 5 outstanding payments.

### When we have to cancel

We can cancel your contract or cover straight away if:

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

We will try writing to you to collect the money you are due to pay. If we do not hear from you and you don't pay, we'll cancel your contract no less than 30 days after the date we first found out your payment had failed.



## How to make a complaint

Our mission is to provide customers with the highest level of service. If we have fallen short of your expectations, we will make every effort to resolve the issue quickly for you. To give you even more protection in case something goes wrong, there are various levels of escalation that you can turn to.

### Step 1: Contact Hometree (for all types of complaints)

Please get in touch with us as soon as possible if there is anything wrong with any part of your policy.

- Call us on 0330 912 4843
- Email us at [support@hometree.co.uk](mailto:support@hometree.co.uk)

We take any complaint seriously and we will do our best to fix any issue as soon as possible. If we need time to investigate, we will let you know and keep you updated.

If your complaint relates to a repair you can escalate it to the underwriter if it has not been resolved by the end of the third working day.

### Step 2: Passing it to the underwriter (for complaints about a claim)

If your complaint is about a repair and cannot be resolved by the end of the third working day, Hometree will pass it to:

- Novus Underwriting Ltd, 4th Floor, 34 Lime Street, London, EC3M 7AT London, EC3M 7AT
- Email: [complaints@novusunderwriting.com](mailto:complaints@novusunderwriting.com)

In all correspondence please state that your insurance is provided by Novus Underwriting Limited and quote scheme reference B1927HOM0012021.

### Step 3: Appeal to Financial Ombudsman

If you are not satisfied with the outcome from the underwriter, then you can contact the Financial Ombudsman Service.

- Post: Exchange Tower, London E14 9SR
- Phone: 0300 123 9123 or 0800 023 4567
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- If you have purchased this policy online, you can also make a complaint via the EU's online dispute resolution (ODR) platform. This can be found at: <http://ec.europa.eu/odr>.

Following the complaints procedure does not affect your rights to take legal action.





# 5

## **SAFETY AND SECURITY**

This section explains the procedures we take to look after the safety and security of our customers and engineers.



Our products are unique to insurance as they involve sending engineers into people's homes to fix issues with complicated systems such as boilers. Therefore, we place extra importance on the safety of our customers and engineers. We have several processes in place to make sure of this.

### **Our engineers**

The claims team will send an approved Gas Safe engineer to carry out the work for your gas heating and appliances or carefully vetted plumber or electrician, locksmith or pest control expert.

### **Getting into your home**

To keep our customers safe, our engineer will only work on your home if there is someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf.

It is your responsibility to arrange for the engineer to access your home. If the engineer is unable to access your home, you will need to rearrange the appointment. If you do not arrange a new appointment, your insurance policy will continue. After three failed attempts to get into your home, we may cancel your insurance policy.

### **Safety risks in your home**

Our engineer will not start or continue doing any work in your home if they believe there's a health and safety hazard. Our engineer will only return to finish the work if that risk is gone. Asbestos needs to be removed before the engineer can repair your boiler, central heating, or gas supply pipe. You will also need to arrange and pay for someone else to remove the asbestos and give the claims team a Certificate of Reoccupation, which proves that all asbestos has been removed in line with legislation and it is safe to return to the home. Only after this can our engineer start working again.

### **If your system is unsafe or against regulations**

From time to time, we may inform you that your system needs repairs or improvements, to keep it working safely, but are not covered by your insurance policy (for example, if your ventilation doesn't meet current Gas Safe regulations).

If you decide not to follow this advice, you may not be covered for any further repairs to your boiler or system under this insurance policy, and your insurance policy will keep running until you or we change or cancel it.

When this happens, you will still be liable for the agreed payments under the insurance policy until the end date or it is cancelled.



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## **LEGAL INFORMATION**

Details around our underwriter, our fraud policies, the FSCS compensation scheme, how we use personal data, applicable law and other legal information.



### Underwriters and Hometree

This insurance was arranged by Hometree Services Limited who is also the policy administrator and is underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Hometree are an Appointed Representative of Xact Risk Solutions Ltd who are regulated by the Financial Conduct Authority, Firm Reference No. 590914.

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein. The Insurer is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website, <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

As Hometree Services Limited acts as agent for the Insurer, monies paid to (or held by) Hometree Services Limited in relation to the insurance contract are treated as having been paid to (or held by) the Insurer.

### Fraud

We take a robust approach to prevent fraud so that we can keep premium rates down and so that you do not have to pay for other people's dishonesty. If any claim made by you or anyone acting on your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, we may:

- Not pay your claim; and
- Recover (from you) any payments we have already made in respect of that claim; and

- End your insurance from the time of the fraudulent act; and
- Inform the police of the fraudulent act. If your insurance ends from the time of the fraudulent act, we will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid

### Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### Information you have provided – Insurance Act 2015

You must take reasonable care to provide accurate and complete answers to all the questions you are asked when you take out or make changes to this policy.

You must notify us as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy.

If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify us of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim. We may not pay any claim in full or your policy could be invalid.

No term of this insurance policy is intended to limit or affect the statutory rights and obligations of the parties to this contract under the insurance act.



### **Demands and needs**

Based on the questions we asked, you have decided this plan best suits your needs. You have selected a call out fee/ excess which best meets your budget. Our product range has been designed to meet the needs of residential homeowners, both owner occupiers and Landlords who want to obtain protection in the event that their boiler, central heating system, plumbing, drains, or their electrical system breaks down or they have a problem with their home's locks or suffer a pest infestation and require a professional engineer to fix the problem.

### **Compensation Scheme**

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit <https://fscs.org.uk>.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

### **Personal Information**

Both we and the Insurer will need to use your personal information to provide you the services in this agreement.

For more information about how we use your personal information please see our privacy policy <https://hometree.co.uk/privacy-policy.html>

For more information about how the Insurer uses your personal information please see the full privacy policy <https://helvetia.com/privacy>

### **Recovering losses caused by third parties**

If you request a repair, replacement or service under your insurance policy you will give us all the help necessary to recover any losses owed to us from third parties, following any repair or replacement that we carry out. We may ask you to give us help to recover losses before or after we carry out any repair or replacement.

### **Under warranty from a third party**

If your boiler, appliance or system is covered by a third-party warranty, it is your responsibility to make sure that any work we do doesn't affect that warranty. We will not be liable if any work we conduct on your boiler or system does not comply with the manufacturer's warranty.

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

Nobody other than you can benefit from your insurance policy. However, you can add authorised people onto your account from whom we will take instructions.

### **Our guarantee for our work**

If we have supplied any faulty parts, we will repair or replace any parts we have supplied. We will also fix any faulty work that we have carried out within 12 months from the date that we carried out 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.