

AquaCare Insurance Policies

1) General terms applying to all Policies

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 Your Policy.

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

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

"Communal" means the area within the building which is outside the direct responsibility of the individual flat owner.

"Emergency" means a sudden and unforeseen situation which, if not dealt with quickly would:

1. Render Your Property unsafe or insecure.
2. Damage or cause further damage to Your Property.
3. Pose threat to health or well being to the policy holder.

"Essential Services" means Internal Plumbing and Waste Pipes, Gas Central Heating System and Internal Gas Supply Pipe, where it is not contained within the fabric of the building.

"Gas Boiler" The primary gas heating appliance up to an input 56.8 kw/hour, its internal components, including parts on gas fires when attached to a back boiler.

"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 fittings (above ground).

"Internal Gas Supply Pipe" is covered, where it is not installed within the fabric of the building.

"Internal Plumbing and Waste Pipes" means the domestic sanitary fittings, hot/cold water supply and drainage systems for which You have responsibility within the limits of Your Property.

"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, Integra House, Floor 2, Vicarage Road, Egham, Surrey, TW20 9JZ, 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 Your Policy.

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

Eligibility

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

Renewal

Before the end of Your Policy, We will send You a renewal notice or contact you by telephone, 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 will use these payment details to take payment for Your renewal Policy. We will let You know at least 14 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 to decline the renewal. When inviting renewal of Your cover under the Policy, We may vary the amount of the Premium or any other terms of these Policies by giving 14 days written notice to You at the address detailed in the Certificate of Insurance.

Selling the Property and Assignment

Your Policy can be transferred to a new address. Should You sell the Property, Your 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 each 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 Your 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 Your Policy with a full refund of any Premiums paid at any time within 14 days from the date You received these Policy 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 and received no later than two working days after the end of such 14 day period. Should You request to cancel Your 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.

Enquiries and Complaints

Any enquiries or complaints You may have regarding Your 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, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. 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 0844 871 8211. 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 0844 871 8061.

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 Your 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 Your Policy. You must take all reasonable action to avoid or minimise the cost of an incident.

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. 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 Your 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

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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.

3. We reserve the right to refuse application or renewal of membership to AquaCare.
4. Both You and We are free to choose the law applicable to these Policies. Unless agreed to the contrary, prior to the Commencement Date, these Policies shall be governed by English Law.
5. 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. The companies which provide the products and services related to these Policies 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.
6. 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.
7. We cannot be held responsible for delay in supplying parts where such delay is not Our fault.
8. Replacement parts may not be from the original Boiler or System manufacturer.
9. For the annual boiler service for AquaCare Gas, Gold and Home Style Gold, You agree to make the Boiler available on a mutually agreed day Monday to Friday between 8.00am and 4.00pm.

Limits of Cover

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

How to Arrange Assistance and Make a Claim:

1. Before requesting assistance and making a claim check that the circumstances are covered by Your 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 endeavour to guarantee a same day response for Emergencies. We shall not be liable for any delay or inability to effect repairs caused by circumstances beyond Our control e.g. adverse weather conditions.
4. We will cover the cost of all Work covered by Your 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.

5. MAJOR EMERGENCIES WHICH COULD RESULT IN SERIOUS DAMAGE OR DAMAGE TO LIFE OR LIMB SHOULD BE IMMEDIATELY ADVISED TO THE SUPPLY COMPANY AND OR THE PUBLIC EMERGENCY SERVICES. GAS LEAKS MUST BE IMMEDIATELY NOTIFIED TO TRANSCO ON 0800 111 999.

General Exclusions

These Policies do not cover:

1. Damage to the fabric of the building, fixtures, fittings and contents caused either directly or indirectly by the Emergency.

2. Any problems originating within the Communal area of the building including claims arising from problems on the Communal side of the company stop tap, poor pressure, or pump failure or Communal "break tanks."
3. Call out charges when there is no Emergency or where no fault is found.
4. When Your Property has been unoccupied for more than 3 months.
5. Any Emergency which is a consequence of outside influences.
6. Any defect, loss or damage resulting from fire, lightning, explosion, earthquake, impact, frost, storm settlement or flood, aircraft or other special aerial device or article dropped there from, theft or any attempted theft, willful act or vandalism or neglect or disregard of the instructions of the manufacturer of the systems, rusting and corrosion, denting or scratching.
7. Damage as a result of subsidence or heave.
8. Any consequential damages as a side effect of the Emergency.
9. Damage to Electrical Equipment.
10. Relevant circumstances known to You prior to the Commencement Date of the Policy.
11. Consequences of pollution or contamination of any kind whatsoever.
12. Damage caused by negligence or misuse of the existing plumbing, heating and drainage system. Damage by a third party is not covered.
13. If advice given by the Authorised Repairer has not been followed.
14. De-scaling and any Work arising from hard water scale deposits or from damage caused by aggressive water.

2) AquaCare Basic

Emergency Plumbing and Drainage

Level of cover

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 plumbing, waste and drainage supplies within the Property during the Policy Term.

In the event of an Emergency at Your Property We will cover:

- A. Internal Plumbing and Drainage, to a maximum cost of £2000, inclusive of VAT per Emergency.
- B. Underground mains Water Supply Pipe, to a maximum cost of £2000, inclusive of VAT per Emergency.
- C. Underground External foul water Drainage Pipes to a maximum cost of £2000, inclusive of VAT per Emergency.

There is no limit on the number of Emergencies that will be covered during the Policy Term.

Plumbing

This Policy does not cover:

1. Immersion heaters and water heaters.
2. Replacement of water associated appliances and fittings such as sanitary ware, water tanks, cylinders, radiators, water softeners, and waste disposal units etc. plus replacement taps and pressure enhancing pumps, such as bronze pumps.
3. Appliances such as washing machines, dishwashers, showers. This includes blockages on dishwashers and washing machines.
4. Deterioration in water quality resulting from Your pipe work and system.
6. If advice given by the Authorised Repairer has not been followed.
7. Investigation Work (We only cover Emergency Work for Plumbing and Waste Pipes).
8. Where there is a need to replace defective non-standard fittings that cannot be reasonably obtained e.g. China, siphons, flexible tails, washing machine connections, and flushing valves. As flushing valves are now becoming more prevalent We stock the most common and will replace these in the event of any Emergency.
9. Replacement of pressure enhancing pumps such as bronze pumps and shower pumps.
10. Blockages caused by foreign objects, including but not limited to toilet fresheners.
11. Any costs outside the scope of cover to obtain a different flushing valve at Your own

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expense to be fitted free of charge.

12. Faults to the original design and installation of the system including parts which are impractical to maintain because of their position. Pipework within the fabric of the building is not covered.
13. Dripping taps and re-washing of all leaking standard taps, ball valves and stop taps.

Drainage

This Policy does not cover:

1. Pitch fibre drains.
2. Blockages due to foreign objects such as toilet fresheners, nappies, sanitary towels, wipes, etc.
4. Ingress of roots.
5. Where no drainage manhole or inspection chamber is available.
6. Shared drains and surface water drains are excluded.
7. Investigation Work is not part of the Policy.
8. Toilet macerators eg "Saniflow".

3) AquaCare Plus

Emergency Plumbing and Drainage plus Maintenance

Level of Cover

This level of cover is as Our "AquaCare Basic" Policy and includes:

Maintenance

At Your request Your Property will be visited once per annum, and if required, the following will be carried out, at no cost to You:

Re-washing of all leaking standard taps, ball valves and stop taps (not including ceramic disc taps and flushing valves), as this is not Emergency Work it will be by appointment, made in advance and carried out during normal working hours.

4) AquaCare Gas

Emergency Gas Central Heating

Level of Cover

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 within the Property during the Policy Term.

- A. We will undertake an Annual Gas Boiler service, or safety inspection in accordance with the Manufacturer's instructions.
- B. Your Gas Central Heating System up to the value of £2000 inclusive of VAT, for each Emergency, subject to eligibility.
- C. Repair to the Internal Gas Supply Pipe.

The boiler must be:

1. A Gas Boiler installed in line with the Manufacturer's Instructions and Building Regulations
2. Under 18 years of age for a conventional gas boiler at the start date; or
3. Under 15 years of age for a combination boiler, or high efficiency boiler;
4. A domestic boiler with a capacity not exceeding 58.6kw input;
5. Deemed accessible. If on any visit the boiler is inaccessible, or does not meet the required clearances for maintenance, We reserve the right to decline or limit liability in the event of a claim. An invoice may be raised in this instance.

Note: In some circumstances, We reserve the right to accept boilers older than specified, if it can be proved that ongoing servicing has been maintained during the life of the boiler, and that it is of good condition at the time of inspection.

The maximum limit of Our liability on the gas boiler is up to £500.00 including VAT. We will pay You a settlement based on the age of Your boiler to the guidelines below:

- | | |
|-------------------|---------|
| 1-up to 6 years | £500.00 |
| 6-up to 16 years | £250.00 |
| 16 years and over | £150.00 |

We will offer a quote for a replacement appliance or system. In the event that a cash settlement is made in accordance with the above, We will deduct any outstanding Premium from the amount payable to You. In this event Your insurance will terminate and any further cover under this Policy will cease.

Gas Central Heating

This Policy does not cover:

1. Faults attributable to the original design and installation of the system including parts which are impractical to maintain because of their position. Pipework within the fabric of the building is not covered.
2. Any repairs by anyone other than the Authorised Repairer since the previous annual inspection.
3. Oil fired central heating, warm air heating and energy management systems and underfloor heating.
4. Any Work associated with adding a corrosion inhibitor to the system. Power flushes and blocked pipe work are not covered.
5. Repairs to the casing or decorative non functioning items.
6. The secondary flue or parts of the primary flue which are buried within the structure of the building.
7. Problems identified at the time of the initial survey.
8. The electrical power circuit that the system is connected to.
9. Gas cookers, stoves, gas fires, water heaters and immersion heaters and any other parts not listed under benefits.
10. Faults arising from water, and gas supplies failing, and failures or surges in electricity supplies.
11. 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.

Status Disclosure

AquaCare is a trading name of Bournemouth & West Hampshire Water plc. AquaCare can only offer a product from a single provider, London General Insurance Company Limited, for Home Emergency Insurance Products. We act as an agent of the insurers in respect of the sale of this product.

Bournemouth & West Hampshire Water is an appointed representative of London General Insurance Company Limited and is authorised and regulated by the Financial Services Authority, with a FSA registered number of FRN 449104 which can be checked by contacting the FSA via the website of www.fsa.gov.uk/register or by phoning

12. Where there is a need to replace defective/non-standard fittings that cannot be reasonably obtained.
13. Commercial boilers, and ranges.
14. Replacement of unvented cylinders
15. On unvented cylinders maintenance is not included e.g. replenishment of the Air Bubble, replacement of anodes.

5) AquaCare Gold

Emergency Plumbing, Drainage and Gas Central Heating

Combines the "AquaCare Plus" Policy and the "AquaCare Gas" Policy.

6) AquaCare Home Style Plus

Emergency Internal Plumbing and Drainage plus Maintenance

Level of Cover is as "AquaCare Plus" and also includes replacement of a standard hot water cylinder but excludes Communal drainage systems and external supply pipes.

7) AquaCare Home Style Gold

Emergency Internal Plumbing, Gas Central Heating and Drainage plus Maintenance

Level of cover is as "AquaCare Gold" but excludes Communal drainage systems and external supply pipes.

0845 606 1234. Our company registered address is Knapp Mill, Mill Road, Christchurch, BH23 2JY. London General Insurance Company Limited, FRN 202689 are authorised and regulated by the Financial Services Authority.

If you need to register a complaint please contact AquaCare in writing at the address above. If you cannot settle your complaint with us you may be entitled to refer it to the insurer or the Financial Ombudsman Service. We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations.