Plumbing

Terms and Conditions

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This policy provides insurance cover in relation to emergencies and in relation to other domestic incidents. These elements are as follows:
Plumbing and Drainage

These terms and conditions and the policy schedule form a 12 month contract of insurance between you and the Underwriter and a separate 12 month contract between you and HomeServe to sell, arrange and administer your policy which is set out in your policy schedule. Please read this document carefully along with any enclosed documents so you can make sure you know what you are covered for under your policy. If you have any queries, please call HomeServe on the customer services number, as shown on your policy schedule. Certain words within this policy have a particular meaning. Each time we use these words they will have the same meaning wherever they are used in your policy. Please see the General Definitions and Policy Coverage sections for further details.

Important information concerning your policy has been highlighted using warning triangles. ⚠

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A. KEY QUESTIONS

How do I make a claim?

1. If an incident occurs at your property, which is covered by your policy, please call the claims number shown on your policy schedule and we will arrange for the incident to be dealt with in accordance with the terms and conditions of your policy.
2. Claims must be made by you or a person calling on your behalf. **Please call us as soon as you are aware of the incident. We will not be able to cover the costs of any work carried out by persons not authorised by us in advance.**
3. Please have your policy number ready when you call. The engineer may also ask to see your policy schedule when he/she arrives at your property.

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4. If you have a 'with excess' policy, you will have to pay the amount detailed on your policy schedule each time you make a claim. We will then cover the cost of the rest of the claim up to the applicable claims limit. Excess payment(s) will be taken when you call to make a claim. We can only accept payment using the following cards: MasterCard, Maestro, Visa or Visa Delta. Each area of policy coverage, as listed in section B, has its own claims limit(s). An excess payment is required for each new unrelated claim (i.e. not arising directly from the same incident). Your excess payment(s) will be refunded if for whatever reason the claim is cancelled prior to the engineer attending or, where after initial inspection, the incident is not covered by your policy.

Please be aware that you cannot make a claim under your policy during any exclusion period. If applicable, the exclusion period(s) relevant to your policy are set out within your policy schedule.

How long is my policy for?

Your policy will continue for the period of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel your policy, and these are set out below under the heading 'how can I cancel my policy'. Our cancellation rights are also set out below under the headings 'How can HomeServe cancel my policy' and 'What if I miss a payment'.

How can I cancel my policy?

If you wish to cancel your policy; you (as the named policy holder) or an authorised representative, must contact us by calling the customer service number or writing to us at our freepost address.
You may cancel your policy at anytime and choose an appropriate cancellation date. Depending on when you cancel and whether you have made an insurance claim or received any non-insured service(s), any refund of premium paid to you or premium owed by you may be calculated as follows:

Insurance premium

Within your cancellation period:

- If you have not made a claim, you will receive a full refund,
- If you have made a claim, you will receive a refund less an amount for the number of days you have been on cover

Outside your cancellation period:

- If you have not made a claim, you will receive a refund less an amount for the number of days you have been on cover
- If you have made a claim, you will not receive a refund and must pay any remaining insurance premium due for the term of the policy.

If you are a monthly payer, upon cancellation, we will ask you to choose an appropriate cancellation date to ensure any owed premium payment can be collected. Claims can continue to be made until the cancellation date chosen.

How can HomeServe cancel my policy?

HomeServe may cancel your policy in the following circumstances:

1. by giving you at least 7 days' notice in writing to the last address provided to us:
   (a) if you are seriously in breach of the terms of your policy. Examples of a serious breach include: failure to make a payment despite contact from us; submitting a fraudulent claim or if you use threatening or abusive behaviour towards our engineers or staff;

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(b) if you fail to provide accurate and complete information in accordance with the Consumer Insurance (Disclosure and Representations) Act 2012 - please see Consumer Insurance Act later in this document.

2. in any circumstances stated in the Policy Coverage section.

You may have several different policies through HomeServe. In the future we may wish to consolidate these separate policies into one agreement. This will not affect your cover or your premiums. In such circumstances we reserve the right to cancel one or more of your existing policies and to transfer you to the new agreement. If you do not agree to this please let HomeServe know by calling the Customer Services number shown on your policy schedule.

What if I miss a payment?

If you fail to make a payment of premium on the due date, your policy may be suspended and you will not be able to make a claim. HomeServe will notify you in writing within 5 working days of the date on which a payment was due if you fail to make a payment. If you do not pay the requested amount within 30 days of the due date, your policy will be cancelled. Please see the "How can HomeServe cancel my policy?" section for your liability to pay any premium to us under the policy. If you want to make a claim under your policy whilst your policy coverage is suspended, you will be required to pay any outstanding premiums before an engineer will be dispatched to your property. When your policy is cancelled, you will need to pay any outstanding premium to us.

What if I change address?

You are responsible for informing HomeServe of a change of your address so that cover can be transferred to your new property. Please phone us on the customer services number as shown on your policy schedule or write to HomeServe at the Freepost address, to advise us of your new address. We will check with you whether your cover is appropriate for your new property before it is transferred.

How do I renew?

HomeServe will contact you in writing before your policy expires to arrange the renewal of your policy. At the same time we will review your premium and advise you of your renewal premium amount. Your claims history will be considered as part of the premium review. We reserve the right to adjust your premium to reflect any changes in the rate of tax applicable to it. HomeServe reserves the right to refuse renewal of any individual policy and we will inform you before your policy expires if we choose to do so. If you do not wish to renew your policy please give us a call on the customer services number shown on your policy schedule before the policy start date.

How can I complain?

Only the named policy holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at Freepost, RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the customer services number shown on your policy schedule. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event within 8 weeks at the latest. If we cannot resolve your complaint within this time, we will write to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). We will give you the information you need to refer your complaint.

B. POLICY COVERAGE

PLUMBING AND DRAINAGE

Cover Definitions

If your property is a flat, any issues relating to the external drainage and/or external water supply, will only be covered if you are solely responsible for maintaining it. Any issues within communal areas are not covered.

Plumbing and/or drainage: the water pipework, stop taps, water tanks, drainage and waste pipes within your property which you are legally responsible.

Water supply pipe: the freshwater pipe that connects your property to the mains water supply up to your property

Temporary reinstatement: the re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.

Permanent reinstatement: repairs required to re-instate (put right) the damage caused by any excavations necessary to access the water supply pipe. This includes the reinstatement of tarmac, concrete, block paving and lawns. Please note, an exact match to the existing surface cannot be guaranteed and we will only reinstate the area that is damaged. Where we are able to carry out permanent reinstatement work this will be part of the regular claims limit amount. We use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces; however if the permanent reinstatement requires non-standard construction materials and/or methods and skills we will make the ground safe and reimburse to you the reasonable costs you have to pay for reinstatement up to the claims limit, provided you can provide the appropriate receipts. To allow for settlement of the ground following excavations, the permanent reinstatement works may not be carried out immediately.

What is Covered?

Plumbing and Drainage: You are covered for incidents relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blockages; restoring toilet facilities, repairs to leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear by clearing the drain or repairing or replacing the damaged section of waste pipe. This will include the temporary reinstatement of any excavations carried out as part of the claim.

Water Supply Pipe: You are also covered for a leak or blockage in your water supply pipe. An engineer will locate the leak or blockage and repair, replace or unblock the affected section of the water supply pipe. This will include the permanent reinstatement of any excavations carried out as part of the claim.

Examples of claims covered

- ✓ Repairs to leaking pipes or joints
- ✓ Repairs to a water leak from central heating pipes and radiator valves
- ✓ Repairs to a non-flushing toilet
- ✓ Clearance of a blocked sink, toilet or waste pipe
- ✓ Repairs to washing machine and dishwasher hot and cold water inlet flexible pipes
- ✓ Repairs to leaking overflow pipes
- ✓ Unblocking a waste or rainwater drain
- ✓ Repairs to a leaking or blocked drainage pipe
- ✓ Repairs to a leaking soil vent pipe
- ✓ Drain and isolate a leaking hot water cylinder/radiator
- ✓ Repair a leaking and/or blocked water supply pipe
- ✓ Repairs to a leaking and/or seized internal stop tap

Claims limit

- – Up to £4,000 per claim
- – Up to 3 claims per policy period

Response

- – If your incident is an emergency (including internal leaks which cannot be controlled), your claim will be given priority, otherwise an appointment will be made

⚠ **What isn't Covered?** (see also the General Exclusions)

a) the external stop valve connection to the water mains supply (because it is the water company's responsibility);
b) where there is no evidence of a blockage, a leak or damage;
c) frozen pipes which have not resulted in a leak or permanent blockage;
d) any costs of the water lost during a leak;
e) costs which exceed your fair share of the cost of any work undertaken by us under the terms of this policy on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies). Your fair share will be calculated as the total cost of the work divided by the number of parties (including you) that are responsible for the water supply pipe and benefit from the repair. Work will not commence until all parties have given their consent to pay their fair share;
f) any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by our engineers;
g) showers including the shower unit, controls, outlet or shower head;
h) domestic appliances;
i) replacement of radiators or hot water cylinders;
j) replacement of sanitary ware (e.g. basins and toilet bowls);
k) any dripping, broken or seized taps that require repairing or replacing
l) no hot water due to a breakdown of a water heater, a boiler or a central heating component;
m) quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;
n) external guttering, rainwater downpipes and soakaways;
o) drains/sewers that you do not have sole responsibility for (including shared drains within your property);
p) drain clearance where if the design of your drainage system does not allow access by our engineers (e.g. via a manhole).

C. IMPORTANT INFORMATION

General Definitions

Certain words within these terms and conditions have a particular meaning, as shown below. Each time we use these words they will have the same meaning wherever they are used in your policy:

Cancellation Period: The number of days (including your statutory 14 days "cooling off" period), after your policy start date, during which you can cancel your policy and receive a refund. This is shown on your policy schedule.
Claims limit: The maximum amount that the Underwriter will pay for each claim as set out in the relevant policy coverage section of this policy. Any claims limit referred to in this policy includes labour, materials and VAT, as applicable.
Claims number: The telephone number to call when you wish to make a claim. The number is shown on your policy schedule.
Customer services number: The telephone number to call when you have any questions about your policy. The number is shown on your policy schedule.
Emergency/ies: Sudden and unforeseen damage to something in your property covered by your policy, which immediately:
a) exposes you to a risk to your health; or
b) creates a risk of loss of or damage to your property; or
c) makes the buildings uninhabitable;
and where you are unable to temporarily stop the incident from causing further immediate damage within the main house of the property (e.g. you are unable to turn the water off, contain a leak or you have no alternative facilities available) or, in the case of electrical emergencies, being totally without electricity.
Emergency repair(s): Repair work undertaken by an engineer to resolve the immediate emergency and to prevent any further immediate:
a) exposure to a risk to your health; or
b) risk of loss of or damage to the property; or
c) risk that the building will be uninhabitable, in each case arising from the relevant incident.
Engineer(s): The person(s) employed and/or authorised by HomeServe to deal with your incident.
Exclusion period: Your policy may have an initial period when you are not able to make a claim. The date from which you are able to make a claim is shown on your policy schedule under 'period of insurance'. Providing you renew your policy before the expiry of your policy, there will be no exclusion period at renewal.
FCA: Financial Conduct Authority
Freepost address: Freepost RLYC-LXAL-GEEH, Customer Admin Department, HomeServe, Cable Drive, Walsall WS2 7BN
HomeServe: HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN. Registered in England No. 2770612. HomeServe is a trading name of HomeServe Membership Limited which is authorised and regulated by the Financial Conduct Authority for its activities relating to insurance under this policy.
Insurance premium: The amount you pay HomeServe for the insurance contract between you and the Underwriter, including any applicable insurance premium tax and administration fees, as set out in your payment schedule.
Policy: These terms and conditions and the most recent policy schedule.
Policy schedule: The document containing important details about your policy, which should be read in conjunction with these terms and conditions.
Policy start date: The date this policy starts on, as set out in your policy schedule.
Premium: The total amount you pay HomeServe, consisting of a sum for the insurance and non-insured service(s) premium, including all applicable tax and administration fees.
Property: The private home, garage and domestic outbuildings (excluding sheds, greenhouses, non permanent structures) within the property boundary at the address shown on your policy schedule. If the property covered under this policy is a flat, communal or service duct areas are excluded. The extent of your property will be that which is wholly within your control and you are wholly responsible for. Please see the sub-section 'Property Eligibility' in the 'General Conditions' section.
Underwriter: The company we have chosen to provide the insurance cover on your policy. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Aviva Insurance Limited is registered in Scotland, company no. 2116 and the registered address is Pitheavlis, Perth, PH2 0NH. The regulatory status of Aviva Insurance Limited and HomeServe can be checked by visiting the FCA's website www.fca.org.uk/register.
We/us/our: HomeServe, its authorised agents and engineers, unless otherwise stated.
You/your: The person(s) who has the benefit of this policy.

General Exclusions ⚠

The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following:

a) any item not forming part of your policy coverage as detailed in 'What is Covered?';
b) any event, loss or damage arising from circumstances known to you before your policy start date;
c) any costs/activities in excess of the claims limit or any other limit specified in 'What is Covered?'. You are responsible for agreeing and settling these costs directly with us;
d) any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this policy other than those direct costs expressly covered by this policy, unless caused by our negligence or that of our agents and suppliers, including the failure to search all of our stockists for a spare part;
e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's

instructions; or that are subject to a manufacturer's recall;

f) instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines;
g) repairs which put the health and safety of our engineers at risk e.g. where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place;
h) any defect, damage or breakdown caused by malicious or wilful 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;
i) the costs of any work carried out by you or persons not authorised by us in advance;
j) 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;
k) normal day-to-day maintenance of the items covered by your policy at your property, for which you are responsible;
l) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
m) any loss arising from subsidence, heave of the site or landslip caused by:
   - bedding down of new structures;
   - demolition or structural repairs or alterations to the property;
   - faulty workmanship or the use of defective materials;
   - river or coastal erosion;
n) any loss or damage arising as a consequence of:
   - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
   - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
   - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;
o) 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;
p) any investigative work, where the incident which caused you to claim has already been resolved;
q) the following are not covered:
   i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves;
   ii. water softeners;
   iii. waste disposal units, macerators;
   iv. cesspits, septic tanks and any outflow pipes;
   v. vacuum drainage systems;
   vi. swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
   vii. ground, air and water source heat pump systems;
   viii. power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).
r) any incidents where the root cause of the problem stems from a communal area that you do not have sole responsibility for

General Conditions

Our guarantee
Under this policy, the workmanship and any part(s) used by us to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out.

Parking restrictions
When making a claim, you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to your property. Where no parking is available, this may affect our ability to service your claim.

Overlapping cover
If you have several different policies, some elements of your cover may overlap. In the instances of overlapping cover, we will not issue a refund.

Creating access
Upon arrival at your property, the engineer will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. Unless stated in the 'What is Covered?' sub-sections of the Policy Coverage section, this policy does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your claim until you have arranged for access to be made.

Property eligibility ⚠

This policy is for homeowners (of both houses and flats):

The property (house, apartment or flat) must be your permanent home and owned and solely occupied by you and your family as a private residence with no business use, and excludes communal or service duct areas (for apartments and flats). Retail, commercial and other premises used for business are not eligible for this cover, and council and housing association tenants will not need this service. Mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered.

Please check that you do not have cover elsewhere before taking out this policy to avoid overlapping cover with another provider.

Promotional offers
If you cancel a policy and you (which in, this context, includes another individual living at the property) then purchase a policy with equivalent features then you will not be eligible for any new customer promotional offers.

The law that applies to this policy
1. This agreement is governed by the laws of England and Wales, except where the property is located in Scotland, in which case the laws of Scotland will apply. All correspondence will be in English.

Your contracts
Your contract with HomeServe
HomeServe arranges and administers your insurance cover. If you need to contact HomeServe regarding your contract, please phone the customer services number shown on your policy schedule or write to the Freepost address.

1. This policy is sold, arranged and administered by HomeServe.

2. HomeServe will agree service standards for the delivery of cover provided by the insurance.

3. HomeServe will collect the premium in accordance with your instructions. Any monies relating to the insurance services that are held by us (including premium collected by us, premium to be refunded to you and claims monies) shall be held by us on behalf of the Underwriter.

4. HomeServe will only amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your policy, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can I cancel my policy?'.

5. Despite the provisions of 1 above, HomeServe will write to you, if in the future it enters into an agreement with a new Underwriter(s) for all or part of your policy, to confirm the details of the new Underwriter and give you details of any changes to the terms and conditions of your policy. These changes would be effective upon renewal of your policy from your new policy start date. You hereby authorise HomeServe to transfer any personal data to a new Underwriter, including data defined as 'sensitive personal data' under the applicable data protection laws, and consent to the new Underwriter being able to offer continuation of insurance cover to you. If at any time you wish to withdraw your agreement to this, please let HomeServe know by calling the customer services number shown on your policy schedule.

6. Despite the provisions of 1 above, HomeServe will write to you, if in the future it transfers in full or in part the arranging and administration of your policy to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. These changes would be effective upon renewal of your policy from your new policy start date. You hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the applicable data protection laws and consent to the new arranger and/or administrator being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let HomeServe know by calling the customer services number shown on your policy schedule.

Your contract with the Underwriter
This insurance cover is provided by the Underwriter. You must co-operate with the Underwriter in obtaining reimbursement of any costs they incur under the terms of this cover, which may have been caused by the action of a third party, against whom you have a legal right of action.

Compensation Scheme
Both the Underwriter of this policy and HomeServe are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers if we or the Underwriter are unable to meet our liabilities. You may be entitled to compensation in these circumstances depending on the details of any claim. If entitled to compensation you would be covered for 90% of the claim, without any upper limit. Further information about the scheme arrangement is available from FSCS.

Consumer Insurance Act
You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to supply accurate and complete answers to all the questions you were asked at the time of insuring with us. It is important that you check the information you have provided and notify us immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your policy being cancelled. You are required to update us with any changes to the information you provided at the time you asked us to insure you.

This information can be supplied in large print, braille or audio on request.

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