

Landlord - Emergency Plus Cover with excess

Terms and Conditions - effective from 07/04/2013



This policy provides insurance cover in relation to emergencies and in relation to other domestic incidents – please see the 'What is Covered?' section(s) of these terms and conditions.

These terms and conditions and the policy schedule form a contract of insurance between you and the underwriter and a separate contract between you and HomeServe to arrange and administer your policy. 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. This together with the address of the property covered will be shown on your policy schedule. We will arrange for the incident to be dealt with in accordance with the terms and conditions of this 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.** You are deemed to have given the tenant permission to claim directly in the event of an incident covered by this policy. We will have provided the tenant with a letter that contains details of what is covered, what is not covered and how to make a claim.
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. In the event that the tenant is claiming on your behalf the engineer may ask the tenant to produce the letter (detailed in point 2 above) upon arrival at your property.



4. You have a 'with excess' policy, therefore you will have to pay the first **£50** of any claim. We will then cover the cost of the rest of the claim up to the applicable claims limit. It is your responsibility to pay the excess, however we will accept payment from the tenant in order to allow the claim to proceed. Excess payment(s) will be taken when you call to make a claim. We can only accept payment using the following cards: MasterCard, Switch Maestro, Visa or Visa Delta.

Each area of policy coverage, as listed in section B, has its own claims limit(s). If a single incident occurs which requires you to claim under more than one area of policy coverage (if you have more than one area of policy coverage), each claim will be treated separately and an excess payment will be required for each claim. An excess payment is also 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 specified on your policy schedule. You have certain rights to cancel your policy, and these are set out below. Our cancellation rights are also set out below and under the heading 'What if I miss a payment?' of this section.

How can my policy be cancelled?

Only the named policyholder(s) or an authorised representative of the named policyholder(s) should call or write to cancel.

Please make sure you contact us to cancel your policy so that we do not attempt to collect any future payments.

Your policy may be cancelled in the following circumstances:

1. You may cancel this policy for any reason and at any time by writing to us at the Freepost address or contacting us on the customer services number shown on your policy schedule.
2. HomeServe may cancel this policy by giving you at least 7 days' notice in writing to the last address provided to us if you are seriously in breach of the terms of your policy. Examples of a serious breach include: if you submit a fraudulent claim or if you use threatening or abusive behaviour towards our engineers or staff.
3. HomeServe may also cancel this policy in any specific circumstances stated in the Policy Coverage section. If the cancellation is as a result of a claim being made, unless stated otherwise, the claim which led to the cancellation will not be considered a claim when calculating any refund due.

The cancellation period shown on your policy schedule includes the statutory 14 day period which commences on the start date of your policy or 14 days from the date you receive your policy documentation, whichever is the later.

Depending on when you cancel and whether you have made a claim you may receive a refund as follows:

- a. If you cancel your policy within the cancellation period and you have not made a claim, you will receive a full refund of any premium paid.
- b. If you cancel your policy after the cancellation period and you have not made a claim, you will receive a refund of any premium already paid to us for the remaining period after your policy has ended (calculated daily). If you pay monthly your policy will be cancelled at the end of the monthly period you are in at the time you notify us of your wish to cancel. You will continue to benefit from cover until the date your policy is cancelled.
- c. If you cancel your policy and you have made a claim (including within the cancellation period) you will not receive a refund - we will retain all premium you have already paid to us.

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. You will remain liable for any due and outstanding premium for the period up to the date of cancellation. 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 despatched to your property. When your policy is cancelled, the outstanding premium due to us will depend on how you selected to pay your premium for the policy. If you pay your premium monthly, the outstanding premium will be your monthly premium payments up to the date that the policy is cancelled. If you pay your premiums quarterly or annually, the outstanding premium will be all unpaid premium payments for the term of the policy.

What if I move home?

You are responsible for informing HomeServe of a change of your address. Please phone us on the customer services number or write to HomeServe at the Freepost address, to advise us of your new address.

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.

How can I complain?

Only the named policyholder(s) or a representative authorised by the named policyholder should call or write to make a formal complaint. If you have a complaint, please phone or write to HomeServe in the first instance using the customer services number or Freepost address. Every effort will be made to resolve your complaint to your satisfaction. If your complaint relates to the insurance cover provided under this policy and it is not resolved to your satisfaction, then you may have the right to refer the matter to the Financial Ombudsman Service. We will give you information about referring your complaint to the Financial Ombudsman Service if you remain dissatisfied.

B. POLICY COVERAGE



INTERNAL PLUMBING & DRAINAGE

Cover Definitions

Internal plumbing and/or drainage: the water pipework, water storage and above ground waste water drainage systems within your property, including the soil vent pipe(s) for your property.

What is Covered?

You are covered for incidents relating to your internal plumbing and/or drainage, which result in total loss of water to your property, or loss of water to your kitchen taps, blocked drainage, leaks or loss of toilet facilities in your property. The engineer will carry out such repairs to resolve the immediate incident.

Examples of claims covered

- ✓ Blocked toilet
- ✓ Blocked sink
- ✓ Leaking pipe
- ✓ Leaking internal stop tap
- ✓ Leaking soil vent pipe
- ✓ Blocked waste pipe
- ✓ Leaking toilet
- ✓ Drain down and isolate a leaking cold water tank/hot water cylinder
- ✓ Leaking inlet and outlet pipes to washing machine and dishwasher
- ✓ Water leaks from gas central heating pipes

Claims limit

- Up to £3,000 per claim
- Up to 5 claims per policy period, subject to a maximum of 5 claims across the whole policy per policy period

Service

- If your incident is an emergency (including internal leaks which cannot be controlled), we will attend within 2 hours, otherwise an appointment will be made

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

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| <ul style="list-style-type: none"> a) frozen pipes which have not resulted in a leak or permanent blockage; b) showers including the shower unit, controls, outlet or shower head; c) replacement of sanitary ware (eg basins and toilet bowls); d) smells and noises from pipework or drains; | <ul style="list-style-type: none"> e) any dripping tap that requires repairing; f) leaking overflow pipes; g) a leaking central heating radiator where you are able to turn off the radiator and stop the leak; h) any replacement costs of water tanks, radiators, thermostatic radiator valves, cylinders, or any central heating component (eg motorised valves or boiler parts). |
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Additional information

If any loss, damage or expense covered under the Internal Plumbing & Drainage section of your policy is also covered by any other insurance or maintenance contract, you must provide us with full details of the other contract. The underwriter will not pay more than its fair share of any claim, calculated on a proportionate basis based on the amount of cover for the claim under this policy and the amount of cover under any other contract.



ELECTRICAL EMERGENCY & BREAKDOWN

Cover Definitions

Electrical emergency and breakdown: an emergency caused by, or breakdown of, the domestic electrical wiring.

Domestic electrical wiring: the permanent 240 volt electrical supply system within the property, beyond (but not including) the electricity company's supply meter, and supplying electrical power including wall sockets, switches, light bulb sockets and fuse boxes.

What is Covered?

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

Examples of claims covered

- ✓ Failure of electrical wiring as a result of a DIY accident
- ✓ Breakdown of fuse box
- ✓ Lost power to circuit
- ✓ Failed electrical switch, broken electrical switch
- ✓ Failed light bulb socket
- ✓ Failed security lighting and garden lighting attached to the main house in the property
- ✓ Failed wiring to an immersion heater
- ✓ Failed wiring to a shower unit
- ✓ Permanent damage to the domestic electrical wiring caused by a power cut

Claims limit

- Up to £3,000 per claim
- Up to 5 claims per policy period, subject to a maximum of 5 claims across the whole policy per policy period

Service

- If your incident is an emergency (including if you are totally without electricity), we will attend within 2 hours, otherwise an appointment will be made

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

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|---|---|
| <ul style="list-style-type: none"> a) a power cut to the property that has not caused permanent damage; b) the resetting of circuit breakers which can be reset by you; c) all non permanent wiring/electrics, e.g. kettles, fairy lights or any other appliances with plugs; d) any wiring/electrics within and to sheds, greenhouses, detached garages, detached outbuildings and other garden structures; e) routine electrical maintenance tasks including: <ul style="list-style-type: none"> i. replacing light bulbs, fluorescent tubes and decorative light fittings ii. replacing fuses in plugs iii. adjusting timer/temperature control of heaters or Economy 7 timer switches iv. rewiring your property; | <ul style="list-style-type: none"> f) permanent wiring to the following appliances and any wiring/electrics connected to them: satellite dishes, radio/television aerials and their fittings/masts, burglar alarms and smoke detectors, telephones and their associated wiring, doorbells and electrical gate/garage door systems; g) the shower unit or immersion heater unit; h) portable or fixed electrical heating systems or energy efficiency management systems; i) any part of the domestic electrical wiring that our engineer cannot access or cannot be maintained according to current Health and Safety legislation, Part P of the Building Regulations and the Electricity at Work Regulations; for example: <ul style="list-style-type: none"> i. your possessions, such as storage boxes or furniture prevent the engineer from carrying out any necessary repair, ii. the original wiring installation did not meet the then current regulation at its time of installation. |
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SECURITY

Cover Definitions

Security incident: damage to windows, external doors, broken locks or lost keys that leave your property insecure.

What is Covered?

You are covered for security incidents to your property (including an attached garage/outbuilding). In the event of a security incident we will make sure the property is secure.

Examples of claims covered

- ✓ Boarding up broken glazing in order to make your property secure
- ✓ Making your property secure in the event of loss of keys for external doors
- ✓ Repair of garage door to make the property secure

Claims limit

- Up to £3,000 per claim
- Up to 5 claims per policy period, subject to a maximum of 5 claims across the whole policy per policy period

Service

- an appointment will be made

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

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|---|--|
| <ul style="list-style-type: none"> a) broken glazing to windows that are inaccessible; b) doors and windows which do not secure the property, such as internal porch doors, internal doors and internal conservatory doors; | <ul style="list-style-type: none"> c) loss of keys if the property is secure and not vulnerable to intruders; d) loss of keys for any detached outbuildings, garages, greenhouses and sheds; e) loss of keys to the property if another set of keys exists; f) replacement of garage doors, repair or replacement of the electrical unit powering a garage door. |
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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:

Breakdown: a sudden and unforeseen mechanical or electrical malfunction which results in the domestic electrical wiring no longer working.

Cancellation period: the number of days, after your policy start date, during which you can cancel your policy. 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.

Freepost address: Freepost RLYC-LXAL-GEEH, Customer Admin Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

FSA: Financial Services Authority.

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 FSA for its activities relating to insurance under this policy.

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 for your policy, consisting of a sum for the insurance contract between you and the underwriter, any applicable insurance premium tax and administration fees, as set out in your payment schedule.

Property: the let private dwelling, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) within the property boundary at the address shown on your policy schedule. This excludes the communal or service duct areas. 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.

Tenant: the occupier of your property. The tenant may only occupy the property as a private residence with no business use.

Underwriter: the company we have chosen to provide the insurance cover on your policy. For this policy it is: Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised in Belgium by l'Autorité des Services et Marchés Financiers and has a UK branch office regulated by the Financial Services Authority (FSA) (FSA register number 202664). IPA's registered UK address is The Quadrangle, 106 - 118 Station Road, Redhill, Surrey, RH1 1PR, registered company number FC008998.

We/us/our: HomeServe, its authorised agents and engineers, unless otherwise stated.

You/your: the landlord of the property, as policy-holder.

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 the engineer;
- 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) 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;
- h) the costs of any work carried out by you or persons not authorised by us in advance;
- i) any parts not supplied by us (HomeServe use standard replacement parts). Our engineer is able to fit suitable alternative parts supplied by you at the time of the visit (so long as it is covered within the claim and policy coverage);
- j) normal day-to-day maintenance of the items covered by your policy at your property, for which you are responsible;
- k) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- l) any loss in the event of damage occurring where the property has remained unoccupied for 60 or more consecutive days;
- m) any loss arising from subsidence, heave of the site or landslide 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) unless specifically mentioned under 'What is covered?', 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) unless specifically included in 'What is Covered?', 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 air conditioning units;
 - v unvented hot water cylinders or their controls;
 - vi cesspits, septic tanks and any outflow pipes;
 - vii vacuum drainage systems;
 - viii swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
 - ix ground, air and water source heat pump systems
 - x power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).

General Conditions

The HomeServe Service Promise

In an emergency, if an engineer does not arrive at your property within two hours of your call to us, we will compensate you with an amount equal to the amount that you have so far paid for your policy. If you feel this applies to you, you should call the customer services number or write to HomeServe at the Freepost address. Any such compensation will not affect your policy (which will continue) or your rights as a policyholder to complain or to receive compensation, if appropriate. If it is not an emergency an appointment will be made.

Our repair standards

Repairs are usually temporary in order to alleviate the problem. However, a permanent repair may be carried out if it's as cost effective as a temporary repair. If a permanent repair is carried out it is covered under this policy for as long as you retain this policy with HomeServe. Following a repair, where appropriate, we may advise you that remedial or maintenance work will be required to be undertaken by you in order to bring your installation up to a suitable standard or to prevent a future incident or emergency. Such work will be at your own cost.

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 landlords only and is only applicable to flats and apartments. 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. Houses, mobile homes, bedsits, sub-divided homes and sub-let properties are not covered. Please also see the definition of property in the 'General Definitions' section.

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.
2. This policy represents the entire agreement of the parties in relation to this policy.

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 or write to the Freepost address.

1. HomeServe will agree service standards for the delivery of cover provided by the insurance.
2. 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.
3. 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 my policy be cancelled?'
4. 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. You hereby authorise HomeServe to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, 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.
5. 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. You hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 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.

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.

How we use your data

Any information that you provide under this policy will be held and used to administer your policy by HomeServe (the 'data controller' for the purposes of the Data Protection Act 1998).

HomeServe is a member of the HomeServe Plc group of companies. The HomeServe group of companies and its selected partners may use your data for the purposes of training, testing, quality control, research and statistical analysis. The HomeServe group of companies may also use your data to keep you informed by post or telephone of any products or services which they consider may be of interest to you. If you do not want to receive such information please write to

HomeServe at the Freepost address marking the communication 'For the attention of the Data Protection Officer, Customer Relations Department.'
To help keep your information accurate and up to date we may use information from selected third parties. Upon payment of a small administration fee you have the right (subject to certain limited exceptions) to access and, if necessary, rectify information held about you. If you do wish to make such an inspection please write to HomeServe at the Freepost address marking any correspondence 'For the attention of the Data Protection Officer, Customer Relations Department'. For further information on how we use your information, please see our Privacy policy at www.homeserve.com.

This information can be supplied in Large Print, Braille or Audio on request.