

Terms & Conditions

Water Supply Pipe Cover

TERMS AND CONDITIONS

You have entered into a contract of insurance with **Inter Partner Assistance SA** and a separate contract with **HomeServe** to arrange and administer the policy. This document represents the entire agreements of the parties on the matters in question, which will be subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.



Please read this document carefully, **we** do not wish **you** to discover after an incident has occurred that **you** are not insured. If **you** have any queries, please call **HomeServe** on **0800 783 0951**.

DEFINITIONS RELATING TO THE INSURANCE AND ADMINISTRATION TERMS AND CONDITIONS

Certain words within **your** terms and conditions or **your** Policy Summary have a particular meaning, shown below. Each time **we** use one of these words it will have the same meaning:

1. **You/your**: the permanent occupier of the **property** as recorded on **your** policy documents and **your** spouse/partner and family who live with **you**.
2. **Inter Partner Assistance SA/we/us/our**: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom. Registered No. FC008998.
3. **HomeServe**: HomeServe Membership Ltd, Cable Drive, Walsall, WS2 7BN, registered in England no. 2770612.
4. **Property**: The private dwelling, garage, domestic outbuildings (excluding sheds, greenhouses and non-permanent structures) and garden all within the **property** boundary at the address shown on **your** policy documentation. It must be **your** permanent home and owned and solely occupied by **you** and **your** family as a private residence with no business use.
Flats, maisonettes, mobile homes, bedsits and let and sub-let properties are not covered. Council and housing association tenants will not need this service.
5. **Underground water supply pipe**: the water supply pipe that serves **your property**, from and including the stop tap within the home, up to the junction with the mains services, where **you** have responsibility.
6. **Permanent reinstatement**: repairs and/or work required to put right the damage caused by any necessary excavations as a result of a claim under this policy. This includes, back-filling and reinstatement of tarmac, concrete, block paving and lawns. If the reinstatement requires specialist materials and/or skills **we** will alternatively and at **our** option reimburse **you** up to £500 towards your reinstatement costs. To allow for any settlement of the ground following any excavations these works may not be effected immediately. In undertaking any **permanent reinstatement** it may not be possible to guarantee to provide an exact match to the existing surface.
7. **Emergency/ies**: sudden and unforeseen damage to the **underground water supply pipe** which immediately:
 - a) exposes **you** to a risk to **your** health; or
 - b) creates a risk of loss of or damage to the **property** or
 - c) makes the buildings uninhabitable.
8. **Uncontrollable emergency**: an internal **emergency** where **you** are unable to temporarily stop the incident from causing further immediate damage within the home (i.e. by turning the water off, containing the leak or not using the affected facilities).
9. **Exclusion period**: To prevent claims for pre-existing problems (and therefore to reduce premiums), in **your** first year of cover, there is an initial 14 day period when **you** are not covered. The date from which **you** are able to make a claim is shown on **your** Policy Summary under 'period of insurance'. Providing **you** renew before the expiry of **your** policy, the **exclusion period** does not apply after **your** first year of cover.

COST OF COVER

1. The cost of cover is the total amount **you** pay as detailed in **your** policy documentation, which consists of the Arrangement and Administration Fee of £2.00 and the premium. The Arrangement and Administration Fee is the amount **you** pay for arranging and administering the cover, and the premium is the amount **you** pay for the insurance contract. These arrangements do not affect the amount that **you** pay for **your** cover or the service that **you** receive. References to "Water Supply Pipe Cover" and "Cover" in all documents include services within both contracts.
2. **Your** policy premium will be reviewed upon renewal. Any claims made will also be considered within this review. Any amendments to the policy premium will be confirmed on **your** Policy Summary approximately 28 days before the expiry of **your** cover.

ADMINISTRATION TERMS AND CONDITIONS

This cover is arranged and administered for you by HomeServe Membership Ltd, Cable Drive, Walsall, WS2 7BN.

1. **HomeServe** will arrange and administer **your** insurance cover and agree service standards for the delivery of the cover provided by the insurance.
2. **Cancellation**. If the insurance does not provide the cover **you** need, **you** should return your Policy Summary to **HomeServe** at the FREEPOST address shown below (see number 8) within 28 days of the policy start date and **your** premium will be refunded in full, provided no claim has been made. Please note that your statutory cancellation rights, which run for 14 days and begin at the end of the **exclusion period** (if applicable), are included within this 28 day period.
3. The minimum period for which **you** may hold this policy is 12 months.
4. **HomeServe** will arrange for collection of policy premiums in accordance with **your** instructions. If **you** fail to make a payment on the due date, **your** policy will be suspended immediately and during this period **you** will not be covered. **HomeServe** will notify **you** in writing within 5 working days if **you** fail to make a payment. If **you** do not pay in full within 30 days of the due date, **your** policy will be cancelled. Any outstanding payments will be requested and upon receipt of cleared funds **your** cover will restart.
5. **HomeServe** reserve the right to cancel this policy by giving **you** at least 7 days notice at **your** last known address. If **HomeServe** cancel the policy, **HomeServe** will refund **your** premium for the remainder of the current policy period shown on **your** Policy Summary, unless a claim has been made.
6. **HomeServe** will contact **you** in writing before **your** policy expires to arrange renewal of **your** policy. **HomeServe** also reserve the right to refuse renewal of any individual **HomeServe** policy.
7. **You** are responsible for informing **HomeServe** of a change of **your** address so that cover can be transferred to **your** new **property**. Please phone 0800 783 0951 to advise **us** of **your** new address or write to the FREEPOST address shown below (see number 8).
8. If **you** have a complaint relating to an administrative matter, please phone 0800 783 0951 or write to Freepost RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN. **We** will do our best to resolve this to **your** satisfaction and give **you** information about referring **your** complaint to the Financial Ombudsman Service if **you** remain dissatisfied.

INSURANCE TERMS AND CONDITIONS

The insurance is underwritten by **Inter Partner Assistance SA** who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) here in the UK.

GENERAL CONDITIONS

1. Claims must be made via **the 24 Hour Claims Number** by **you** or a person calling on **your** behalf at the time of the **emergency**. **We** will not cover the costs of work carried out by contractors not authorised by **us** in advance.
2. In order for **us** to verify **your** cover, when calling, please have **your** policy number ready to quote. The engineer may also ask **you** to produce **your** Policy Summary when they arrive at **your** property.
3. This policy is for homeowners only. Retail, commercial and other premises used for business are not eligible for this cover.
4. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.
5. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** 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.
6. Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.
7. **We** may amend these Terms and Conditions for legal or regulatory reasons or for reasons relating to the availability of the product. Where this change benefits **you**, **we** will make the change immediately and notify **you** of the change 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. Where the changes do not benefit **you** and if **you** wish to terminate **your** policy, **you** may terminate **your** cover and **we** will refund **your** premium for the remainder of the policy period shown on **your** Policy Summary, unless a claim has been made.

WHAT IS COVERED?

Section A - Underground water supply pipe

1. If **you** suffer a leakage or blockage to **your underground water supply pipe** at the address on **your** terms and conditions, **you** should call **us** on the 24 Hour Claims Number on **your** Policy Summary. **We** will then:

organise and pay up to £3,000 (including VAT) on **your** behalf for an approved engineer to locate the leak and repair or replace the damaged section of water supply pipe including **permanent reinstatement** if applicable. **We** will automatically replace sections of supply pipe up to 20 metres unless a repair would be just as effective.

In the event the policy limit is reached (i.e. £3,000) whilst locating the leak and prior to completion of all necessary work, **you** are responsible for agreeing and settling any costs above the limits of cover directly with the engineer.
2. **Our** liability to pay for such repairs applies to: (a) the **underground water supply pipe** from the **property** boundary and up to and including the stop tap (for both leaks and stop taps that can not be turned on or off) in **your** **property**; (b) the **underground water supply pipe** on private land outside **your** **property** boundary and up to the public highway (where **you** have a legal right of access); (c) the **underground water supply pipe** in the public highway, if **you** have this extra responsibility.
3. There can be a maximum of 2 claims under Section A within the period of insurance stated on **your** Policy Summary.
4. In the event of an **uncontrollable emergency** within **your** home, if an approved engineer does not arrive at **your** **property** within two hours of notification, **HomeServe** will refund **your** policy premium in full. If **you** feel that this applies

to a claim **you** have made under this policy **you** should call **HomeServe** on 0800 783 0951 or write to Freepost RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

5. The cover limit stated in Section A includes the cost of call-out, labour, materials and VAT. The maximum amount **we** will pay under this policy, arising from any one event is £3,000 (including VAT). This excludes any hotel accommodation payments.
6. All permanent repairs are guaranteed for as long as **you** choose to remain a **HomeServe** water supply pipe customer.

Section B - Hotel accommodation:

1. In the event that **you** are completely without water as a result of an event covered under section A, and **we** are unable to perform a same day repair/replacement, **we** will reimburse **you** for hotel accommodation only costs of up to £500 (including VAT).



WHAT IS NOT COVERED?

1. **Inter Partner Assistance SA** provides the services and benefits described in these terms and conditions for the period of insurance shown on **your** Policy Summary. But there are conditions and exclusions, which limit **your** cover. Please read them carefully to ensure this policy meets **your** needs.

EXCLUSIONS

1. The following are excluded from cover:
 - a) temporarily frozen pipes which have not resulted in confirmed damage;
 - b) swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps.
2. **Inter Partner Assistance SA** shall not be liable for:
 - a) any item not forming part of the **underground water supply pipe**;
 - b) any internal or external water pipe after the internal stop tap;
 - c) any event arising from circumstances known to **you** before the insurance began;
 - d) any loss in the event of damage occurring where the **property** has remained unoccupied for 60 or more consecutive days;
 - e) loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**;
 - f) normal day-to-day maintenance of the **underground water supply pipe** at **your** **property**, for which **you** are responsible;
 - g) payment for the restoration of any internal fixtures or fittings (e.g. fitted units, special floor coverings such as wood block or ceramic tiles etc.) removed in the process of conducting the **emergency** repair;
 - h) any fixtures including lead piping where replacement is only necessary as a result of legislation or health and safety guidelines, or to meet current best practice;
 - i) systems which have not been installed, serviced or maintained in accordance with established practice or manufacturer's instructions;
 - j) damage caused to the **property** and/or its contents whilst completing a repair will not be reinstated to the original condition. The engineer will advise if any damage is likely to occur;
 - k) 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 **underground water supply pipe** which does not comply with recognised industry standards;
 - l) any losses that are indirectly associated with the incident that caused **you** to claim, unless caused by **our** negligence or that of **our** agents. For example, loss of earnings due to time taken off work to deal with the incident will not be covered;
 - m) costs incurred where **you** have been informed of the need to complete permanent repairs to avoid emergencies;
 - n) costs exceeding **your** fair share (rateable proportion) for

any work undertaken on a shared **underground water supply pipe** outside the boundary of **your property** whereby **your** neighbour does not consent to repairs being completed by our approved contractors;

- o) any part of the **underground water supply pipe** which is too difficult to access safely, e.g. where asbestos is present;
- p) any costs above the limits of cover. **You** are responsible for agreeing and settling these costs directly with the engineer;
- q) any loss arising from subsidence, heave of the site or landslip caused by;
 - i) bedding down of new structures;
 - ii) demolition or structural repairs or alterations to the **property**;
 - iii) faulty workmanship or the use of defective materials;
 - iv) river or coastal erosion;
- r) any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes;
- s) any loss or damage arising as a consequence of:
 - i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ii) 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.

INTER PARTNER ASSISTANCE SA - A PROMISE OF SERVICE

We wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints which **we** investigate at once, and every effort is made to resolve them to **your** satisfaction. If **you** have a complaint please phone **HomeServe** on 0800 783 0951 or write to FREEPOST RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

If **your** complaint relates to the service **you** experienced as a result of a claim, and **you** feel that the matter has not been resolved satisfactorily, **you** may escalate **your** complaint to the General Manager of **Inter Partner Assistance SA**, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. **We** will give **you** information about referring **your** complaint to the Financial Ombudsman Service (FOS) if **you** remain dissatisfied.

Insured Address to which this cover applies:

If any details are incorrect, please call the admin telephone number

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

HomeServe Membership Ltd will use your information and may pass it on to our service providers and our own group companies, for the purpose of administering your policy, training and statistical analysis. We, or they, may also use your information for marketing and research purposes and from time to time, may wish to contact you by post or telephone. If you do not wish to be contacted about other products or services either by post or by telephone, please write to Freepost RLYC-LXAL-GEEH, HomeServe, Cable Drive, Walsall, WS2 7BN.

