

# HomeServe Cover7 with excess

## Terms and Conditions



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 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.



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. Excess payment(s) will be taken when you call to make a claim. We can only accept payment using the following cards: MasterCard, Solo, 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?

Your policy can be cancelled in the following circumstances:

Please note, only the named policyholder(s) or an authorised representative of the named policyholder(s) should call or write to cancel.

The cancellation period provided within your policy is inclusive of 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.

1. If this policy does not provide the cover you need, or you wish to cancel for any other reason, you may cancel your policy within the cancellation period by writing to us at the Freepost address or contacting us on the customer services number shown on your policy schedule. The cancellation period for your policy is shown on your policy schedule and will begin on your policy start date.
2. After the cancellation period you may cancel your policy at any time by writing to us at the Freepost address or contacting us on the customer services number.
3. 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.
4. HomeServe may also cancel your policy in any specific circumstances stated in the Policy Coverage section. If the only claim you have made under the policy is the claim under the Policy Coverage section that resulted in the cancellation of the policy, your policy will be cancelled immediately and we will refund any premium you have paid to us for the period after your policy has ended (calculated daily), but if you have made other claims on your policy, your policy will be cancelled as set out below.

When your policy will be cancelled and the amount of premium that will be due to us or payable to you will depend on how you selected to pay your premium for the policy. Upon cancellation of this policy by you or us as set out above, the following procedure applies to determine when your policy will be cancelled and whether any amount of premium is due to us or payable to you;

If you pay your premium monthly:

- a. Where your policy is cancelled within the cancellation period and you have not made a claim you will receive a refund of any premium you have paid to us and your policy will be cancelled immediately.
- b. Where your policy is cancelled after the cancellation period and you have not made a claim we will retain the last monthly premium you paid and cancel your policy at the end of the period to which that payment relates. You will continue to benefit from cover until the date your policy is cancelled. Alternatively, if you request that we cancel your policy immediately you will be entitled to a refund of a proportion of the last monthly premium you paid to us for the remainder of that month after your policy has ended (calculated daily).
- c. Where your policy is cancelled either within or after the cancellation period and you have made a claim we will retain the last monthly premium that you have paid to us and your policy will be cancelled immediately. You will not receive a refund of premium.

If you pay your premium annually or quarterly:

- a. Where your policy is cancelled within the cancellation period and you have not made a claim you will receive a refund of any premium you have paid to us and your policy will be cancelled immediately.
- b. Where your policy is cancelled after the cancellation period and you have not made a claim your policy will be cancelled immediately and you will be entitled to a refund of any premium already paid to us for the remaining period after your policy has ended (calculated daily).
- c. Where your policy is cancelled either within or after the cancellation period and you have made a claim your policy will be cancelled immediately and your premium will not be refunded in the case of annual payments, and you must continue to make your premium payments for the remainder of the original term of your policy in the case of quarterly payments.

#### **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 so that cover can be transferred to your new property. Please phone us on the customer services number 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. If it is not appropriate you may cancel your policy as set out under the heading 'How can my policy be cancelled?' in this section.

#### **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**



### **WATER SUPPLY PIPE**

#### **Cover Definitions**

**Water supply pipe:** the freshwater pipe that connects your property to the mains water supply up to and including the property's internal stop tap. In England and Wales, this includes the pipe from the junction with the mains services. Therefore this can include any section of the pipe where it is on private land outside your property boundary up to the public highway, but only if you have a legal right of access to the pipe on such private land, and in relation to any section of pipe under the public highway only if you have this extra legal responsibility. In Scotland, your responsibility ends at your property boundary.

**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.

#### **What is Covered?**

You are 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.

##### Examples of claims covered

- ✓ Leaking water supply pipe
- ✓ Blocked water supply pipe
- ✓ Leaking internal stop tap
- ✓ Seized internal stop tap

##### Claims limit

- Up to £4,000 per claim
- No limit to the number of claims
- Permanent Reinstatement up to £500 within this claims limit

##### Hotel accommodation

- If you are completely without water and we are unable to perform a same day repair/replacement, we will reimburse you for hotel costs (room only) up to £500. This is in addition to the claims limit

##### 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

**Permanent reinstatement** -An exact match to the existing surface cannot be guaranteed. Where we are able to carry out permanent reinstatement work this will be part of the regular claims limit amount. We use qualified 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 you an amount towards your own reinstatement costs up to the permanent reinstatement amount of the claims limit. To allow for settlement of the ground following excavations, the permanent reinstatement works may not be effected immediately.

**⚠ 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;
- 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.



## INTERNAL PLUMBING AND 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 soil vent pipe
- ✓ Blocked waste pipe
- ✓ Leaking toilet
- ✓ Drain down and isolate a leaking cold water tank/hot water cylinder/radiator
- ✓ Water leaks from gas central heating pipes
- ✓ Leaking radiator valves

#### Claims limit

- Up to £4,000 per claim
- No limit to the number of claims

#### Hotel accommodation

- If your home is uninhabitable for more than 48 hours as a result of a claim under this section of your policy, we will reimburse you for hotel costs (room only) up to £500. This is in addition to the claims limit

#### 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)

- 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) domestic appliances and their inlet/outlet pipes;
- d) replacement of water tanks/radiators, thermostatic radiator valves, hot water cylinders;
- e) replacement of sanitary ware (e.g. basins and toilet bowls);
- f) smells and noises from pipework or drains;
- g) a leaking central heating radiator, where you are able to turn off the radiator and stop the leak.

### 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.



## EXTERNAL DRAINAGE

### Cover Definitions

**External drainage:** the underground drainage pipes for which you are legally responsible, but that are not beneath or inside any building or outbuilding. As a homeowner, your legal responsibility applies to pipes that solely serve your property (i.e. are not shared) and that are within your property boundary.

**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.

### What is Covered?

You are covered for a leak or blockage to your external drainage. The engineer will resolve the immediate problem to leave your drain running clear, this will be by clearing the drain or repairing or replacing the damaged section of waste pipe. This will include temporary reinstatement of any excavations carried out as part of the claim.

#### Examples of claims covered

- ✓ Blocked external drainage pipe
- ✓ Leaking external drainage pipe
- ✓ Collapsed external drainage pipe
- ✓ Blocked rainwater drain

#### Claims limit

- Up to £4,000 per claim
- No limit to the number of claims

#### Hotel accommodation

- If your home is uninhabitable for more than 48 hours as a result of a claim under this section of your policy, we will reimburse you for hotel costs (room only) up to £500. This is in addition to the claims limit

#### Service

- An appointment will be made

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

- a) drains (sewers) for which you do not have responsibility; including the lateral/shared drains / sewers and drains / sewers that are outside of your property boundary;
- b) frozen pipes which have not resulted in a leak or permanent blockage;
- c) external guttering, rainwater downpipes and soakaways;
- d) drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc) at your cost.

**Additional information**

This cover is for repairs to alleviate the immediate problem and to prevent any further immediate damage. We will not cover any additional repair work, for example to prevent the problem from happening again or to restore your external drainage system to an adequate functional standard. For example, a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring, this is not covered. If any loss, damage or expense covered under the External 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.

**PLUMBING MAINTENANCE****What is Covered?**

Repairs to taps which are dripping or seized and escapes of water from toilet or domestic tank overflows.

## Examples of claims covered

- ✓ Repair of dripping internal or external taps
- ✓ Repair of seized internal or external taps
- ✓ Repair to stop escapes of water from internal or external domestic tank or toilet overflows

## Claims limit

- Up to £4,000 per claim
- No limit to the number of claims

## Service

- An appointment will be made

All repairs for plumbing maintenance claims will be carried out Monday to Friday, 9.00am to 5.00pm (excluding Bank Holidays).

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

- a) the replacement of a tap (unless necessary as part of a repair);
- b) any other tap related fault, which has occurred due to wear and tear;
- c) any costs of the water lost during a leak;
- d) noisy or vibrating taps, pipework or toilet mechanisms.

**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, but 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 £4,000 per claim
- No limit to the number of claims

## Hotel accommodation

- If your property is uninhabitable for more than 48 hours as a result of a claim under this section of your policy, we will reimburse you for hotel costs (room only) of up to £500. This is in addition to the claims limit

## 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)

- 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:
  - 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;
- 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, air conditioning units;
- 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:
  - your possessions, such as storage boxes or furniture prevent the engineer from carrying out any necessary repair;
  - the original wiring installation did not meet the then current regulation at its time of installation.



## SECURITY, ROOFING & PEST

### Cover Definitions

**Security and roofing incident:** damage to roofing, windows, external doors, broken locks or lost keys.

**Pest Infestation:** An infestation of pests at the property.

**Pests:** brown or black rats, or house or field mice in the main house of your property and wasps' or hornets' nests in the main house of your property or garden. This cover may also be referred to as Additional Domestic Emergency in other documentation.

#### What is Covered?

You are covered for security and roofing incidents to the main house of your property (including an attached garage/outbuilding) and pest infestations. In the event of a roofing or security incident, we will protect your property from further damage and/or make sure the property is secure. In the event of a pest infestation, we will remove and control the pest infestation.

#### Examples of claims covered

- ✓ Contamination by pests inside your main house including an attached garage/outbuilding
- ✓ Wasps/hornets nests in the garden
- ✓ Creating emergency access if locked out of your property
- ✓ Boarding up a broken window or door
- ✓ Repair of broken locks for external windows and doors if your property is unsecure
- ✓ Replace lost keys if the main house of your property (including an attached garage/outbuilding) is unsecure
- ✓ Repair/replace locks where the key is snapped in the lock
- ✓ Use of tarpaulin to protect the property in event of roofing tiles blown off during bad weather
- ✓ Repair of a garage door to make the property secure

#### Claims limit

- Up to £4,000 per claim
- No limit to the number of claims

#### 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"> <li>a) non covered pests (e.g. ants, cockroaches, bedbugs, fleas, spiders, flies, birds, squirrels, bees);</li> <li>b) rats &amp;/or mice outside the main house on the property e.g. in detached garages, the garden and other detached outbuildings;</li> <li>c) any pest infestation where you have not taken reasonable hygiene measures to prevent a pest contamination, where recommendations have previously been made by us;</li> <li>d) any pest contamination where you are not able to confirm to us the type of pest concerned;</li> <li>e) any damage caused by pests;</li> </ul> | <ul style="list-style-type: none"> <li>f) loss of keys for any building on the property that is not the main house, including detached outbuildings, garages, greenhouses and sheds;</li> <li>g) loss of keys to the main house on the property if another set of keys exists;</li> <li>h) replace a garage door, or repair / replacement of the electrical unit powering a garage door;</li> <li>i) doors (and windows) which do not secure the property, such as internal porch doors, internal doors and internal conservatory doors;</li> <li>j) more than one set of keys where it is necessary to replace your lock having gained emergency access to your property.</li> </ul> |
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## INTERNAL GAS SUPPLY PIPE

⚠ **If you think you have a gas leak (i.e. it is an emergency), you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.**

### Cover Definitions

**Internal gas supply pipe:** the internal pipe and connecting hose used to supply gas to appliances within your property, from the outlet of the gas meter to the isolation valve of any appliance.

#### What is Covered?

You are covered for a leak in your internal gas supply pipe. Following the National Gas Emergency Service attending your property and isolating your gas supply, claims will be dealt with by a Gas Safe registered engineer, who will repair or replace the damaged section of internal gas supply pipe.

#### Examples of claims covered

- ✓ Leaking internal gas supply pipe
- ✓ Gas supply hose connecting to a gas cooker

#### Claims limit

- Up to £4,000 per claim
- No limit to the number of claims

#### Service

- An appointment will be made

**Hotel accommodation** - If the engineer is unable to remedy the problem on the same day as their first visit, leaving your gas supply isolated overnight, we will reimburse hotel costs (room only) of up to £500. This is in addition to the claims limit. If you prefer to remain in your property whilst the gas supply is isolated, we will deliver 2 temporary electrical heaters to your property. The heaters will be yours to keep.

**Permanent reinstatement** - We will reinstate any floor covering or surface to make it safe, within the claims limit. However, we are not responsible for reinstating floor coverings, fixtures or fittings to their original standards. If the engineer disturbs hard-flooring or plasterwork as part of your claim, we will contribute up to £500 in addition to the claims limit towards the repair.

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

- |                                                                                                                                        |                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>a) external gas supply pipe (because it is the responsibility of the National Grid);</li> </ul> | <ul style="list-style-type: none"> <li>b) any appliance connected to the internal gas supply pipe;</li> <li>c) any section of the internal gas supply pipe that is not contained within the property or within any outbuilding on the property.</li> </ul> |
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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 the cost of call-out, 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 private home, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) within the property boundary at the address shown on your policy schedule. 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. For this policy it is: Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the FSA (FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Registered No. FC008998).

**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 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 homeowners only. 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. The property 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, sub-divided homes and let 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?'

#### **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](http://www.homeserve.com).

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