

# Plumbing & Drainage Plus

## Terms and Conditions - effective from 01/06/2017



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 sell, 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.

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: failure to make a payment despite contact from us; failure to provide complete and accurate answers to the questions we ask (see the Consumer Insurance (Disclosure and Representations) Act 2012 section in Important Information), submitting 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.
4. HomeServe may cancel this policy if you fail to provide accurate and complete information, in accordance with the Consumer Insurance (Disclosure and Representations) Act 2012 - please see Consumer Insurance Act information later in this document.

The 28 day 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 any refund may be calculated 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 so that cover can be transferred to your new property. Please phone us on the customer services number as shown on your policy schedule or write to HomeServe at the Freepost address, to advise us of your new address. We will check with you whether your cover is appropriate for your new property before it is transferred. 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. If you do not wish to renew your policy please give us a call on the customer services number shown on your policy schedule before the renewed policy is due to start.

#### **How can I complain?**

Only the named policy holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the customer services number shown on your policy schedule. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event within 8 weeks at the latest.

If we cannot resolve your complaint within this time, we will write to you. If you cannot settle your complaint with us, providing it doesn't relate to any non-insured service under this policy, you may be entitled to refer it to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). We will give you the information you need to refer your complaint.

## **B. POLICY COVERAGE**

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### **PLUMBING & DRAINAGE**

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#### **Cover Definitions**

**Plumbing and/or drainage:** the water pipework, taps, stop taps, water storage, drainage (internal and external) and waste pipes within your property which you are legally responsible.

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

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

**Permanent reinstatement:** repairs required to re-instate (put right) the damage caused by any excavations necessary to access the water supply pipe. This includes the reinstatement of tarmac, concrete, block paving and lawns.

### **What is Covered?**

You are covered for incidents relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blockages; repairing taps; restoring toilet facilities, including repairs to leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed. 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.

The engineer will leave a blocked drain running clear by clearing the drain or repairing or replacing the damaged section of waste pipe. This will include the temporary reinstatement of any excavations carried out as part of the claim.

**Permanent reinstatement** - An exact match to the existing surface cannot be guaranteed and we will only reinstate the area that is damaged. Where we are able to carry out permanent reinstatement work this will be part of the regular claims limit amount. We use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces; however if the permanent reinstatement requires non-standard construction materials and/or methods and skills we will make the ground safe and reimburse you an amount towards your own reinstatement costs within the claims limit. To allow for settlement of the ground following excavations, the permanent reinstatement works may not be carried out immediately.

#### Examples of claims covered

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

#### Claims limit

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

#### Response

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

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

- a) the external stop valve connection to the water mains supply (because it is the water company's responsibility);
- b) where there is no evidence of a blockage, a leak or damage;
- c) frozen pipes which have not resulted in a leak or permanent blockage;
- d) any costs of the water lost during a leak;
- e) costs which exceed your fair share of the cost of any work undertaken by us under the terms of this policy on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies). Your fair share will be calculated as the total cost of the work divided by the number of parties (including you) that are responsible for the water supply pipe and benefit from the repair;
- f) any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by our engineers.

- g) showers including the shower unit, controls, outlet or shower head;
- h) domestic appliances;
- i) replacement of water tanks/radiators/hot water cylinders;
- j) replacement of sanitary ware (e.g. basins and toilet bowls);
- k) the replacement of a tap (unless necessary as part of a repair);
- l) no hot water due to a breakdown of a water heater, a boiler or a central heating component;
- m) quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;
- n) external guttering, rainwater downpipes and soakaways;
- o) drains/sewers that you do not have sole responsibility for (including shared drains within your property);
- p) drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc) at your cost.

### **Additional information**

We will not cover any additional repair work. 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 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.

## **C. IMPORTANT INFORMATION**

### **General Definitions**

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

**Cancellation period:** The number of days, after your policy start date, during which you can cancel your policy and receive a full refund unless you have made a claim. 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).

**Emergency repair(s):** Repair work undertaken by an engineer to resolve the immediate emergency and to prevent any further immediate:

- a) exposure to a risk to your health; or
- b) risk of loss of or damage to the property; or
- c) risk that the building will be uninhabitable, in each case arising from the relevant incident.

**Engineer(s):** The person(s) employed and/or authorised by HomeServe to deal with your incident.

**Exclusion period:** Your policy may have an initial period when you are not able to make a claim. The date from which you are able to make a claim is shown on your policy schedule under 'period of insurance'. Providing you renew your policy before the expiry of your policy, there will be no exclusion period at renewal.

**FCA:** Financial Conduct Authority

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

**HomeServe:** HomeServe Membership Limited, Cable Drive, Walsall, WS2 7BN. Registered in England, No. 2770612. HomeServe is a trading name of HomeServe Membership Limited which is authorised and regulated by the Financial Conduct Authority for its activities relating to insurance under this policy.

**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. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Aviva Insurance Limited is registered in Scotland, company no. 2116 and the registered address is Pitheavlis, Perth, PH2 0NH. The regulatory status of Aviva Insurance Limited and HomeServe can be checked by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

**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 and chosen by us. Subject to any applicable regulations, our engineer can fit an alternative part (that complies with British Standards) supplied by you at the time of the visit (e.g. a switch or tap) however this part will not be guaranteed. Our engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system;
- 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 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;
- m) 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;
- n) 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;
- o) any investigative work, where the incident which caused you to claim has already been resolved;
- p) the following are not covered:
- i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves;
  - ii. water softeners;
  - iii. waste disposal units, macerators;
  - iv. cesspits, septic tanks and any outflow pipes;
  - v. vacuum drainage systems;
  - vi. swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
  - vii. ground, air and water source heat pump systems;
  - viii. power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).

## **General Conditions**

### **Our guarantee**

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

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. 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 and private 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.

### **Your contracts**

#### **Your contract with HomeServe**

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

1. This policy is sold, arranged and administered by HomeServe.
2. HomeServe will agree service standards for the delivery of cover provided by the insurance.
3. HomeServe will collect the premium in accordance with your instructions. Any monies relating to the insurance services that are held by us (including premium collected by us, premium to be refunded to you and claims monies) shall be held by us on behalf of the Underwriter.
4. HomeServe will only amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your policy, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can my policy be cancelled?'
5. Despite the provisions of 1 above, HomeServe will write to you, if in the future it enters into an agreement with a new Underwriter(s) for all or part of your policy, to confirm the details of the new Underwriter and give you details of any changes to the terms and conditions of your policy. These changes would be effective upon renewal of your policy from your new policy start date. You hereby authorise HomeServe to transfer any personal data to a new Underwriter, including data defined as 'sensitive personal data' under the 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 shown on your policy schedule.
6. Despite the provisions of 1 above, HomeServe will write to you, if in the future it transfers in full or in part the arranging and administration of your policy to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. These changes would be effective upon renewal of your policy from your new policy start date. You hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the 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 shown on your policy schedule.

#### Your contract with the Underwriter

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

#### **Compensation Scheme**

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

#### **How we use your data**

The Data Controllers (for the purposes of the Data Protection Act 1998) are HomeServe in respect of the sale of your policy, the provision of any non-insured services and providing you with details of other products and services and Aviva in respect of underwriting the insurance under your policy.

HomeServe is a member of the HomeServe Plc group of companies. The HomeServe group of companies, the Underwriter and their selected partners may use your data for the purpose of insurance administration, training, testing, quality control, research and statistical analysis, monitoring and enforcing compliance with any regulatory rules/codes and crime prevention.

In assessing your application, renewal and any claims made, HomeServe may share your personal information with specially selected third party organisations such as your water company or their network of local sub-contractors to assist in providing you with the services you have requested. In these circumstances all reasonable steps will be taken to ensure your personal information is secure and processed in strict accordance with the Data Protection Act 1998.

HomeServe operate a number of 'affinity agreements' with third parties including local water companies whereby they introduce HomeServe products and services to their customers. In those circumstances HomeServe will share details of the products and services that have been bought, and also liaise with the third parties in respect of claims handling and on occasion to help resolve individual complaints.

HomeServe and the Underwriter or its agents may undertake checks against publicly available information. The HomeServe group of companies may also use your data to keep you informed by post, email, text messaging 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 ensure we have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with the best premium and payment options, HomeServe and so far as is necessary, the Underwriter may use information from selected third parties including fraud prevention agencies and the police. 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 data, please see our Privacy policy at [www.homeserve.com](http://www.homeserve.com).

#### **Consumer Insurance Act**

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

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