

PLUMBING AND DRAINAGE COVER

TERMS AND CONDITIONS

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A. YOUR POLICY

You have entered into a contract of insurance with IPA and a separate contract with HomeServe to arrange and administer the policy.



Please read this document carefully along with the enclosed documents so you can make sure you know what you are covered for under the policy. If you have any queries, please call HomeServe on the customer services number.

Cost of Cover

1. The cost of cover is the total amount you pay as detailed in your policy documentation, which consists of the premium (including Insurance Premium Tax) and the arrangement and administration fee. The premium is the amount you pay for your insurance contract with IPA. The arrangement and administration fee is the amount you pay under your contract with HomeServe for arranging and administering the cover. These arrangements do not affect the amount that you pay for your cover with IPA or the service that you receive from HomeServe.
2. Your premium will be subject to review upon renewal and your claims history will be considered as part of the review. Any amendments to the premium will be confirmed on your policy schedule at renewal.

Duration

1. This policy will continue for the period specified on your policy schedule. You have certain rights to cancel the policy, and these are set out below.

Cancellation

1. If this insurance does not provide the cover you need, you may cancel your policy within the cancellation period. If you wish to do so, then please write to us at the address shown on your policy schedule or contact us on the customer services number. Should you cancel the policy within the cancellation period, we will refund any amount you have paid, provided no claim has been made against the policy in the meantime. Please note that you have a statutory right to cancel this policy within 14 days of purchasing the policy. This statutory period is included within the cancellation period.
2. If you pay your premium monthly, then after the cancellation period you may cancel your policy at any time. If you wish to do so, then please write to us, or contact us on the customer services number. Should you tell us you wish to cancel your policy, we will retain the last monthly premium you paid prior to that date, and we will then cancel your policy at the end of the period to which that payment

relates. Your policy will continue in the meantime and you will continue to benefit from cover until the date the policy is cancelled.

3. If you pay your premium quarterly or yearly, then after the cancellation period you may cancel your policy at any time, but you will not be entitled to a refund of your premium.
4. HomeServe reserves the right to cancel this policy by giving you at least 7 days notice at your last known address. However, HomeServe will only cancel this policy if you are seriously in breach of the terms of this policy - for example if you fail to pay the premium or submit a fraudulent claim - or if you use threatening or abusive behaviour towards its engineers or staff. If HomeServe cancels the policy, HomeServe will refund your premium for the remainder of the current policy period shown on your policy schedule, unless you have made a claim.

How to make a claim

1. If you suffer an incident at the address on your policy schedule relating to the element(s) covered by this policy, please call the claims number specified on the policy schedule and we will send an approved engineer to attend your property and deal with the incident, provided that the incident is covered by your policy. We will not cover the costs of work carried out by you or contractors not authorised by us in advance.
2. Claims must be made via the claims number specified on your policy schedule by you or a person calling on your behalf at the time of the incident.
3. 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 schedule when they arrive at your property.
4. Please note that you cannot make a claim under this policy during the exclusion period.

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 communicated in English for the duration of your policy.
2. This policy represents the entire agreement of the parties in relation to this policy.

B. DEFINITIONS RELATING TO YOUR CONTRACT WITH HOMESERVE AND ALSO YOUR CONTRACT WITH IPA

Certain words within this policy have a particular meaning, shown below. Each time we use one of these words it will have the same meaning wherever it is used in the policy:

Customer services number: the telephone number to call when you have any questions about your contract with HomeServe. This telephone number is set out on your policy schedule.

Arrangement and administration fee: the fee specified in the documentation you receive with this policy.

Cancellation period: the number of days stated on your policy schedule, starting from the policy start date during which you can cancel your policy.

Claims limit: is the maximum amount that IPA will pay for services provided under this policy, which is set out under the section headed "What is Covered" later in these terms and conditions.

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 before the expiry of your policy, the exclusion period will not apply at renewal.

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the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK.

Policy: these terms and conditions and the most recent policy schedule.

Policy schedule: the schedule that contains additional details concerning your policy, which should be read in conjunction with these terms and conditions.

Premium: is the amount you pay for the insurance contract between you and IPA.

Property: the private dwelling, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) all within the property boundary at the address shown on your policy documentation.

We/us/our: HomeServe except where otherwise indicated.

You/your: the person who has the benefit of this policy.

Uncontrollable internal 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).

Emergency repair(s): repair work by an engineer authorised by IPA to identify and temporarily eliminate the emergency, as well as preventing any further immediate damage to the property. A permanent repair may be completed at our option, however only where it is as cost effective to complete as an emergency repair.

Emergency/ies: sudden and unforeseen damage to the covered elements 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.

Internal plumbing and/or drainage: the water pipework, water storage and drainage systems for which you have responsibility inside the buildings of your property, in addition to soil vent pipes on your property.

Temporary reinstatement (external drainage): the back-filling of any necessary excavation to leave the ground level. This does not include the reinstatement of hard or soft landscaping, such as drives, pathways, walls, flower beds or lawns.

External drainage: the drainage pipes that serve your property which are within your property boundary but are not beneath or inside any building or outbuilding.

- a) In England and Wales this includes private sewers (shared drains) that serve your property and are within your property boundary and drainage pipes that are outside your property boundary up to the junction with the main services where you have sole responsibility.

Clause (a) does not apply to customers in Scotland.

C. THE TERMS OF YOUR CONTRACT WITH HOMESERVE

This insurance cover is arranged and administered for you by HomeServe. If you need to contact HomeServe regarding your contract with us please phone the customer services number or write to the freepost address on your policy schedule.

1. HomeServe will arrange and administer your insurance cover and agree service standards for the delivery of the cover provided by the insurance.
2. HomeServe will arrange for collection of the premium 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 able to make a claim. 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. You will remain liable for any outstanding payments.
3. HomeServe reserves the right to amend these Terms and Conditions for legal or regulatory reasons or for reasons relating to the availability of the services provided under the policy. 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. If the changes do not benefit you and you wish to terminate your policy, you may do so and we will refund your premium and arrangement and administration fee for the remainder of the policy period shown on your policy schedule, unless a claim has been made.
4. HomeServe will contact you in writing before your policy expires to arrange renewal of your policy. HomeServe reserves the right to refuse renewal of any individual policy.
5. You are responsible for informing HomeServe of a change of your address so that cover can be transferred to your new property. Please phone or write to HomeServe to advise us of your new address.

D. THE TERMS OF YOUR CONTRACT WITH IPA

This insurance cover is provided by IPA.

General Conditions

1. 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. IPA will not pay more than IPA's fair share (rateable proportion) of any claim.
2. You must co-operate with IPA in obtaining reimbursement of any costs IPA incurs 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.
3. 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, it will be necessary to create access in order to resolve your claim. If you would prefer our engineer to do this, you will be asked to provide written confirmation of this when the engineer arrives at your property. 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). Upon completion of the work, the area that has been disturbed will be made safe. Please note, if you would prefer that our engineer does not create access, we will be unable to progress with your claim until you have arranged for access to be made.

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, maisonnettes, mobile homes, bedsits, and let and sub-let properties are not covered.

WHAT IS COVERED?

Internal Plumbing and Drainage, and External Drainage

1. You are covered for:
 - a) **Internal Plumbing and Drainage:** any emergencies relating to your internal plumbing and drainage
 - b) **External Drainage:** a leakage or blockage in your external drainage. The approved engineer will repair or replace the damaged section of drain in order to resolve the immediate emergency to leave the drain running clear. This will include temporary reinstatement of any excavations carried out as part of the claim.
2. Our liability to pay for repairs to your external drainage applies:
 - a) to drains within the property boundary up to the point at which the pipes enter or go underneath your home;
 - b) to private sewers (shared drains) within the property boundary;
 - c) to drains on private land outside your property boundary and in the public highway (where you have sole responsibility and a legal right of access).Clauses (b) and (c) do not apply to customers in Scotland.
3. The maximum amounts we will pay per claim for these elements of cover are as follows:
 - a) **Internal Plumbing and Drainage:** £2000 (including VAT)
 - b) **External Drainage:** £4000 (including VAT)
4. There can be a maximum of 2 claims for your internal plumbing and drainage and 2 claims for your external drainage within the period of insurance stated on your policy schedule.
5. The cover limits stated include the cost of call-out, labour, material and VAT.
6. In the event of an uncontrollable emergency occurring within your home relating to the internal plumbing and drainage element of your policy, 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 this applies to a claim you have made under this policy you should call HomeServe on the customer services number or write to HomeServe at the freepost address shown on your policy schedule.
7. A permanent repair will only be carried out if it's as cost effective as an emergency repair. In all other cases, we will carry out an emergency repair. We will not cover any other repair work that may be required in addition to this emergency repair, such as repairs required to avoid the problem re-occurring, or to ensure your plumbing and drainage system is restored to an adequate functional standard for ongoing use. For example, a blocked drain will be left running clear so as to alleviate the immediate emergency but if the drain is required to be re-aligned to avoid the problem re-occurring this is not covered; a leaking water tank will be drained to alleviate the emergency, but will not be replaced.

Hotel Accommodation

In the event that your home is uninhabitable for more than 48 hours as a result of an incident covered by this policy relating to your internal plumbing and drainage

and external drainage, and no alternative accommodation is available, we will reimburse hotel costs of up to £500 (including VAT).

WHAT IS NOT COVERED?



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

Internal Plumbing and Drainage, and External Drainage Exclusions

- a. repairs to your underground water supply pipe outside any building or outbuilding (your water company may provide this service subject to their terms and conditions and you should refer to them for details);
- b. any water tap which requires re-washing;
- c. temporarily frozen pipes which have not resulted in confirmed damage;
- d. external guttering, rainwater downpipes, rainwater drains and soakaways;
- e. incidents related to water flowing externally out of any overflow pipes;
- f. a leaking central heating radiator, where you are able to turn off the radiator and stop the leak;
- g. showers including the shower unit, controls, outlet or shower head;
- h. no water or hot water from your hot water taps;
- i. domestic appliances and their associated pipework e.g. washing machines, dishwashers, waste disposal units etc;
- j. cesspits, septic tanks and any outflow pipes;
- k. vacuum drainage systems;
- l. drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc) at your cost;
- m. shared drainage facilities (sewers) outside the property boundary;
- n. drains and sewers that do not serve your property and for which you do not have responsibility;
- o. swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
- p. unvented hot water cylinders or their controls;
- q. ground, air and water source heat pump systems;
- r. all pipework, pumps, panels and controls linked to solar panel heating and air conditioning units;
- s. any loss in the event of damage occurring where the property has remained unoccupied for 60 or more consecutive days;
- t. systems / equipment which have not been installed, serviced or maintained in accordance with established practice or manufacturer's instructions;
- u. 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;
- v. incidents related to water flowing externally out of any overflow pipes;
- w. loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property;
- x. any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes;
- y. any replacement costs of pumps, water tanks, radiators, thermostatic radiator valves, cylinders, sanitary ware (e.g. basins and toilet bowls), water softeners, waste disposal units, macerators or any central heating component (e.g. motorised valves, boiler parts etc.);

General Exclusions:

1. The following are also excluded from cover and therefore IPA will not be liable for any of the following:
 - a. any item not forming part of the policy coverage as detailed in 'What is Covered?';
 - b. any event, loss or damage arising from circumstances known to you before the insurance began;
 - c. the replacement of items or parts that wear out as a consequence of natural wear and tear over time, gradual deterioration or corrosion, unless stated under 'What is Covered';
 - d. normal day-to-day maintenance of the insured elements covered by your policy at your property, for which you are responsible;
 - e. damage caused to the property and/or its contents whilst dealing with a claim will not be reinstated to the original condition. The engineer will advise if any damage is likely to occur;
 - f. any defect, damage or breakdown caused by malicious or wilful action, negligence or misuse;
 - g. any defect, damage, emergency or breakdown resulting from third party interference;

h. any attempted repair or modification to the elements covered by this policy, which does not comply with recognised industry standards;

i. 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;

j. costs incurred where you have been informed of the need to complete permanent repairs, remedial work or maintenance to prevent a future incident or emergency. Such work will need to be carried out at your expense;

k. the costs of any work carried out by you or contractors not authorised by us in advance;

l. any situation where a specialist contractor is required, e.g. where asbestos is present;

m. any costs above the claims limit(s) detailed under 'What is Covered?' You are responsible for agreeing and settling these costs directly with the engineer;

n. any investigative work (such as CCTV), where the incident which caused you to claim has been resolved;

o. the like for like replacement of parts and/or fittings necessary to remedying or repairing the incident or emergency, unless an alternative is supplied by you at the time of our contractor's visit;

p. 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 dealing with the claim;

q. any loss arising from subsidence, heave of the site or landslip caused by:

- bedding down of new structures;
- demolition or structural repairs or alterations to the property;
- faulty workmanship or the use of defective materials;
- river or coastal erosion;

r. 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.

E. HOW TO MAKE A COMPLAINT

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 or write to HomeServe in the first instance.

If your complaint 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.

F. USE OF DATA

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

HomeServe is a wholly owned subsidiary of HomeServe Assistance Limited. 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 on your policy schedule 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 on your policy schedule marking any correspondence "For the attention of the Data Protection Officer, Customer Relations Department." For further information on how we use your information, please see our Privacy policy at www.homeserve.com

THIS INFORMATION CAN BE SUPPLIED IN LARGE PRINT, BRAILLE OR AUDIO ON REQUEST.

If after reading your policy documentation you have any questions regarding what you are covered for, please call us on 0800 408 9149.