

# Terms & Conditions

## Plumbing and Drainage Plus

This document explains what is and isn't covered under your Policy, what to do if you need to make a Claim, your cancellation rights and how to make a complaint if you're not happy. This document also contains some important information you need to know about your insurance contract between you and the Underwriter.

It's important that you read all the Policy documentation carefully.

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### Definitions

**Some of the words and phrases used in this document have a particular meaning. The definitions below explain what these words mean. All definitions will be capitalised where used in the document.**

By 'we', 'us', or 'our', we mean HomeServe on behalf of the Underwriter, in the arrangement and administration of your Policy, its authorised agents and engineers, unless otherwise stated.

By 'you' or 'your', we mean the person(s) who has the benefit of this Policy.

**Breakdown:** A sudden and unforeseen mechanical or electrical problem, which causes the item, component or system to stop working.

**Cancellation Period:** The number of days (including your statutory 14 days "cooling off" period), after your Policy start date, during which you can cancel your Policy and receive a refund. This is shown on your Policy Schedule.

**Claim:** A request made by you for us resolve a problem under this Policy. A Claim is considered complete where the resolution is in-line with the terms of Policy and also where the problem may not be resolved by our engineer but they have carried out an Investigation.

**Exclusion Period:** The initial period at the start of your Policy or when cover is changed, during which any problems that occur may not be covered. The date from which problems are covered is shown on the Policy Schedule.

**HomeServe:** HomeServe is a trading name of HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN and is registered in England and Wales under company number 02770612. HomeServe Membership Limited is authorised and regulated by the Financial Conduct Authority for general insurance and credit broking activities, under firm reference number 312518. The registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register. Details about the extent of the regulation by the Financial Conduct Authority are available on request.

**Investigation:** Physical work is undertaken to understand the problem but it cannot be resolved under the

Policy (for example; electrical testing, inspection of drains, diagnosing a Boiler or system that requires replacement or Maintenance Work).

**Plumbing and Drainage:** The water pipes, taps, stop taps, cold water tanks, drainage and waste pipes within your Property, including the water supply pipe, which connects your Property to the mains water supply (pipes and drains you are legally responsible for).

**Policy:** A contract of insurance formed by these Terms and Conditions and the Policy Schedule.

**Policy Schedule:** The document provided to you, which summarises specific details about your Policy such as the cover and features you have purchased, the Policy excess amount, the covered address, the Policy start and end dates and from when a Claim can be made.

**Premium:** The total amount you pay, consisting of a sum for the insurance and any amount you pay for any Non-insured Service(s). The total includes all applicable tax and administration fees.

**Property:** The private residence, garage and domestic outbuildings within the Property boundary, which you are solely responsible for, at the address shown on your Policy Schedule. Unless stated otherwise under 'What is Covered' through these terms, the insurance cover excludes sheds, greenhouses and non-permanent structures. Where the Property covered is a flat, the Property excludes the communal or service duct areas.

**Reinstatement:** Repairs to put right any damage we have made to an area during a repair (such as a section of lawn, tarmac, paving, concrete, soil, internal flooring and internal plasterwork). An exact match is not guaranteed. Reinstatement may not be immediate to allow ground to settle. If we are unable to complete Reinstatement we will offer you reasonable costs, to employ your own contractor to complete the work, payable upon receipt of an itemised invoice. Reinstatement is within the remainder of any unused Claims limit. Reinstatement does not include restoring fixtures and fittings or decorative surface finishes to their original standards, such as; paint, wallpaper, tiling, wooden/ laminate flooring, vinyl, carpets etc.

**Repair(s)/Repaired:** Fixing /to fix a problem following a fault or Breakdown to make it work correctly. If a replacement part is needed in order to complete a repair, a suitable alternative will be supplied, unless that part or its replacement is excluded within the insurance cover section.

**Tenant:** The occupier of the property. The tenant may only occupy the property as a private residence with no business use. Tenants can make a claim on your behalf (if the permission is given by the landlord). We will have provided the tenant with a letter that contains details of what is and isn't covered and how to make a claim.

**Underwriter:** The company providing 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 Financial Conduct Authority's website [www.fca.org.uk/register](http://www.fca.org.uk/register).

## Making a Claim

**If there's a problem at your Property, and you need to make a Claim, please contact us as soon as possible.**

You can Claim by telephone or if your Policy allows through your online account. The telephone number to Claim can be found on your Policy Schedule within the Policy documentation. Claims can be made by you or a person acting on your behalf. We won't be able to cover the cost of any work carried out by people not authorised by us.

We will ask a series of questions to help establish whether your problem is covered by your Policy. We may also offer to help you resolve minor problems yourself. If this isn't possible, a Claim will be registered and we will book one of our engineers to come and assess the problem, in line with your Policy Terms & Conditions. You cannot make a Claim under your Policy for any problem occurring, prior to the Policy start date, while Maintenance Work is required or during any relevant Exclusion Period as set out within your Policy Schedule.

### Excess payments

If your Claim requires a Policy 'excess' to be paid, this will be detailed on your Policy Schedule. This will need to be paid each time you make a Claim. Payment will be taken before we send an engineer. We can only accept payment using; MasterCard, Visa or Visa Debit payment cards. The card holder needs to be present to authorise the card payment for an excess to be paid. The Policy then covers the remaining cost of the Claim up to the Claims limit.

If the Claim is cancelled before our engineer arrives, or if they don't start any work due to the problem not being covered, your excess payment(s) will be refunded and the Claim will be cancelled. However, if an Investigation is carried out and we find the problem is not covered by your Policy, your excess payment will not be refunded. Where you or our engineer identify additional work that is not linked to the original problem claimed for, you will need to raise an additional Claim and pay another excess.

## Insurance Cover

### Claims Limit

For all sections of insurance cover listed below the maximum that the Underwriter will pay for each Claim.

- Up to £4,000 in value per Claim
- The Claims limit includes the cost of labour, materials and VAT, as applicable
- An unlimited number of Claims can be made

### Live in a flat?

If your property is a flat, problems you don't have sole responsibility for and/or those within internal communal areas are not covered.

## Plumbing and Drainage

### What is Covered

Within the Plumbing and Drainage system at your Property, Repairs to resolve;

- ✓ A leak or blockage within the water supply pipe, which connects your Property to the mains water including where it runs outside of the Property boundary. The cover includes Reinstatement of the area excavated by us.
- ✓ A leak from
  - Hot and cold water pipes
  - Washing machine or dishwasher inlet pipes
  - Toilet overflows
  - Cold water tanks and their overflows
  - Isolation valves and radiator valves
  - A radiator or hot water cylinder (drain and isolate only)
- ✓ A blocked or leaking drain or waste pipe (to restore flow and Repair if leaking or collapsed)
- ✓ A blocked toilet (to restore flow, but not to replace)
- ✓ Dripping or seized taps
- ✓ Toilet flush mechanism
- ✓ A noisy pipe (to quieten only where accessible)

### What isn't Covered

- ✗ Frozen pipes which have not resulted in a leak or permanent blockage
- ✗ Replacement of toilets, sinks and other sanitary ware
- ✗ Repair or replacement of leaking radiators, hot water cylinders and Heating System components, zone valves, pumps, filters, unless there is no other way to stop or isolate a leak
- ✗ Breakdown of a water heater, boiler or other Heating System component
- ✗ Removing or cleaning sludge, scale, rust or any other chemicals from the Plumbing and Drainage system or Heating System
- ✗ Guttering and rainwater downpipes and soakaways
- ✗ Shared drains, drains outside of the Property (that you are not responsible for) and drains that do not lead to a lateral drain, sewer or cesspit (for example, drains to soakaways)

- ✗ Following a drain replacement, Reinstatement of the damage caused (other than to re-fill any necessary ground excavation to leave it level and safe)
- ✗ Showers including the shower unit, controls, outlet, valves or shower head
- ✗ Water softeners, water filters and taps that deliver boiling or filtered water
- ✗ Repair or replacement of electrical appliances connected to or part of the Plumbing system such as; electrical hot water taps, electrical toilets, washing machines, dishwashers, macerators, waste disposal units and fridges (including their discharge pipes)
- ✗ Where the water supply pipe is shared with another property, any cost above your fair share of its Repair. All parties must consent to pay their share before work commences (the total cost divided by the proportion each party owns of the pipe(s) Repaired).
- ✗ Any water supply Repair outside of the Property boundary where agreement for access to and any damage that may occur is not given by the land owner
- ✗ Cost of any water lost during a leak

## 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 or occurring in any Exclusion Period.
- c. Any costs or activities in excess of the Claims limit or any other limitation specified. You are responsible for agreeing and settling these costs directly with us.
- d. Any losses caused by any delays in obtaining spare parts and any losses as a result of a problem covered by this Policy, other than those direct costs expressly covered, 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 or 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 or replacement is only necessary due to changes in legislation or 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 cost of any work carried out by you or persons not authorised by us in advance.
- i. Like for like replacement of parts. Our engineer can fit an alternative part supplied by you (so long as it complies with British Standards and regulations - for example, a switch or tap), however this part will not be guaranteed by us. Our engineer will not fit parts supplied by you where the Claim relates to the gas supply, Boiler or the central Heating System.
- j. Day-to-day maintenance of the items covered by your Policy at your Property, for which you are responsible.
- k. Starting or completing any work within your home if we believe there is a health and safety risk to our engineer. This can include where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place, verbal abuse, physical abuse or harassment of the engineer or it can include the presence of hazardous chemicals, asbestos, dangerous pets and Pest infestations (unless attending to a covered Pest problem). You are responsible for making it safe including any cost for the safe removal of asbestos or chemicals. We may require you to provide certified evidence of the work being done before the Claim can continue.
- l. Any loss arising from subsidence, heave of the site or landslip, caused by bedding down of new structures, demolition or alteration to the Property, faulty workmanship, defective materials or 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. Indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the Property.
- o. Any investigative work, where the problem which caused you to Claim has already been resolved
- p. The following are not covered (unless otherwise states in What is covered?):
- pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves
  - water softeners
  - cesspits, septic tanks and their outflow pipes
  - vacuum drainage systems
  - swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps
  - ground, air and water source heat pump systems, electric boilers
  - 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).
- q. Any Claims where the root cause of the problem stems from a communal area that you do not have sole responsibility for.

## General Conditions

### Your Responsibility

#### Eligibility

This Policy is only suitable for those responsible for paying for Repairs to their Property. It must be your private residence, or you rent it out (with you being the landlord). You need to confirm if you wish to cover a house or flat and whether you are landlord of this Property when you apply. The Property must not be a mobile or park home, or a dedicated full time business premises such as: a hotel, multiple room B&B, factory, shop, office building or pub. This contract only applies to properties located within the United Kingdom comprising England, Wales, Scotland and Northern Ireland (excluding Isle of Man and the Channel Islands). Please check that you do not have cover elsewhere before taking out this Policy to avoid overlap with another provider.

#### Renewal

We will contact you before your Policy ends to arrange the renewal of your Policy and tell you your renewal Premium. Your Claims history will be considered when reviewing your renewal Premium. Adjustments may also be made to reflect the cost of providing the Policy and any change in the rate of tax applicable to it. We reserve the right to refuse renewal of any individual Policy and we will inform you before your Policy expires if we choose to do so. Please check your renewal documents to ensure that all your details are correct. If your Policy is set to automatically renew; your Policy will continue under your existing payment method and new Premium amount. Your cover will continue uninterrupted and you can continue to make a Claim. If your Policy does not automatically renew; we will ask you to contact us in order to continue with your Policy and to provide your payment details. If you do not contact us your Policy will end and you will not be able to make a Claim. You can change if your Policy automatically renews or not at any time during the Policy term by calling us, writing to the Freepost address, through your online account or by visiting [homeserve.co.uk/autorenewal](https://homeserve.co.uk/autorenewal)

#### Changing your address

If you move home and need to update your correspondence address, call us or write to us (see 'Contact Us' section). You are responsible for informing HomeServe of a change of address. The insured Property address cannot be changed since the Policy is not transferrable, please contact us if you wish to discuss this.

#### Missing payment

If you fail to make a payment of your Premium on the due date, your Policy will be suspended and you will

not be able to make a Claim. We will notify you in writing within 5 working days of the date on which a payment was due. If you do not pay the requested amount within 30 days of the due date, your Policy will be cancelled. Please see 'How can you cancel' section for your liability to pay any Premium that you owe to us. If you want to make a Claim whilst your Policy is suspended, you will also need to pay any outstanding Premiums before we send out an engineer.

### **Promotional Offers**

If you cancel a Policy and you (or any other individual living at the Property) then purchase a Policy with the same or similar features then you will not be eligible for any new customer promotional offers.

### **Overlapping cover**

If you have more than one Policy with HomeServe, some parts of your cover may overlap. In the instances of overlapping cover, we will not issue a refund.

## **Our Visit**

### **Your Appointment**

We will attend your Claim within a reasonable timescale. If something beyond our control makes that impossible to keep to, we'll let you know as soon as possible and give you another time when we can visit. During the visit, if you are not there, please ensure there is an adult (over 18) present who can make decisions on, your behalf.

### **Our engineers**

One of our engineers will normally carry out any work required at your Property. Sometimes, we may send a suitably qualified contractor instead.

### **Additional Claims**

Repairing or replacing any number of part(s) for a single reported problem is considered as one Claim. If other faults exist or are found which are in a separate part of your system and are not related to the problem you reported an additional Claim will need to be made for this Repair to be completed.

### **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.

### **Parking restrictions**

When making a Claim, you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to your Property. Where no parking is available, this may affect your Claim being dealt with promptly.

### **Creating access**

When our engineer arrives at your Property, they will locate the source of the problem. If direct access is not available, they will need to create access. If you want them to proceed on this basis you will need to confirm this while they're at your Property. Unless stated in the 'What is covered?' 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 don't want us to create access, we will be unable to progress your Claim until you have arranged for access to be made.

### **Replacement Parts**

Where we replace parts, these will be HomeServe approved standard alternatives. They will not necessarily be identical, the same make and model or same type of fitting.

## **Cancellation and Complaints**

### **How can you cancel**

If you wish to cancel your Policy; you (as the named Policy holder) or an authorised representative, must contact us (see 'Contact Us' section). You may cancel your Policy at any time and choose an appropriate cancellation date. Depending on when you cancel and whether you have made a Claim, any refund of Premium paid to you or Premium owed by you may be calculated as follows:

#### **Insurance Premium**

Within your Cancellation Period:

- If you have made a Claim, you will receive a refund less an amount for the number of days you have been on cover

- If you have not made a Claim, you will receive a full refund.

Outside your Cancellation Period:

- If you have made a Claim, you will not receive a refund and must pay all future insurance Premiums due for the remainder of the Policy term
- If you have not made a Claim and pay monthly or quarterly, upon cancellation, we will ask you to choose a cancellation date that matches the end of the period that you have paid up to. Where you have paid annually, you can choose the cancellation date and will receive a refund less an amount for the number of days you have been on cover. Claims can continue to be made until the cancellation date.

## How can HomeServe cancel

The Underwriter (or HomeServe acting on its behalf) may cancel your Policy in the following circumstances:

- 1 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, or where we reasonably suspect you have submitted a fraudulent Claim
  - If you or persons associated with your Property/Policy display unreasonable behaviour towards us, including but not limited to abusive, discriminatory, offensive and/or threatening language or action
  - If you fail to provide accurate and complete information in accordance with the Consumer Insurance (Disclosure and Representations) Act 2012 - please see Your responsibility to provide correct information later in this document
- 2 In any circumstances stated in the "Insurance Cover" section

You may have several policies administered through HomeServe. In the future we may wish to consolidate these separate policies into one Policy. This will not affect your cover or your Premiums. In such circumstances we reserve the right to cancel one or more of your existing policies and to transfer you to the new policy. If you do not agree to this please let HomeServe know (see the Contact Us section for how)

## How do 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 the Freepost address, by calling us on the Customer Service number or by emailing [customerrelations@homeserve.co.uk](mailto:customerrelations@homeserve.co.uk) (see Contact Us section). 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, 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.

For more information on our Complaints Process please visit <https://www.homeserve.co.uk/about/frequently-asked-questions>

## Policy Period

Your Policy will continue for the period of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel your Policy, and these are set out below under the heading 'How can you cancel'. Our cancellation rights are also set out under the headings 'How can HomeServe cancel' and 'Missing payment'.

## Contract Terms

### Your contract

We arrange and administer your insurance cover. If you need to contact us regarding your contract, please call or write to us (see 'Contact Us' section). 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 legal right of action.

- 1 This Policy is sold, arranged and administered by us.

- 2 We'll agree service standards for the delivery of cover provided by the insurance.
- 3 We'll 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 We'll only amend the 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 the section 'How you can cancel'.
- 5 We'll write to you, if in the future we enter 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 us to transfer any personal data to a new Underwriter, including data defined as 'special categories of personal data' under the applicable data protection laws, 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 us know by us (see 'Contact Us' section).
- 6 We'll write to you, if in the future the Underwriter 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 us to transfer data for the purposes set out above, including data defined as 'special categories of personal data' under the applicable data protection laws 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 us know by calling the customer services number shown on your Policy Schedule.

## **The law that applies to this Policy**

This agreement is governed by and construed in accordance with 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. The courts of England shall have exclusive jurisdiction for all matters relating to this agreement.

## **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.

## **Your responsibility to provide correct information**

You are required 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.

## **Our Privacy Notice**

Although our Privacy Notice does not form part of the contract between you and HomeServe Membership Limited, we recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights. Please see our Privacy Notice at:

<https://www.homeserve.co.uk/about/privacy-policy>



**This information can be provided in large print, in braille or as an audio version on request.**

## Contact us

### Customer Service number

0330 0247 999\*

### Live Chat

Speak to a member of our Live Chat Team\* on [homeserve.co.uk](https://homeserve.co.uk)

### Need to make a claim?

**Call:** 0330 0247 999\*

**Visit:** [homeserve.co.uk/account](https://homeserve.co.uk/account)

### Freepost address

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

With an online account you can make a claim any time, from anywhere. Not set yours up yet? Take a minute to register for your MyHomeServe account by scanning the QR code, or visiting: **[homeserve.co.uk/account](https://homeserve.co.uk/account)**



Prefer to use an App?

View your product details, make a claim, check your appointments and call or chat with us in just a few clicks with the HomeServe app.



\*For enquiries, we are open on weekdays from 8am to 8pm, Saturdays from 8am to 4pm and Sundays 10am to 4pm. For Claims, we are open 24 hours a day, 365 days a year. Calls will cost you no more than the rate of a standard call and charges may vary depending on your network provider. Calls are recorded for quality control and training purposes.