Plumbing, Drains & Electrical Emergency Insurance Terms and Conditions

Provided by





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Plumbing, Drains & Electrical Emergency Insurance

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Plumbing, Drains & Electrical Emergency Insurance

Welcome to ScottishPower Emergency Plumbing, Drains & Electrical Insurance provided by AXA. Thank **you** for choosing this policy.

Your policy covers a wide range of Plumbing, Drains & Electrical **emergencies** depending on the level of cover **you** choose.

We offer a choice of 4 cover levels, to ensure **you** have the right protection for **your** needs. See 'What is covered' for more details.

This policy is suitable for someone who wishes to cover Plumbing, Drains & Electrical **emergencies** caused by specified events, when they do not already have relevant insurance cover.

It is not designed to replace **your** buildings and contents insurance and will not provide assistance for normal day-to-day home maintenance.

This policy provides assistance in the event of the emergencies outlined in the table on page 7.

Status disclosure

ScottishPower Energy Retail Limited is an Appointed Representative Inter Partner Assistance S.A. UK Branch, Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Inter Partner Assistance S.A. is registered in England with its registered address at 106-118 Station Road, Redhill, RH1 1PR (UK branch registration number: BR000947). Inter Partner Assistance S.A. has a share capital of EUR 130,702,613. Inter Partner Assistance S.A. is part of the AXA Group.

AXA Assistance (UK) Ltd provides the services described in this policy.

Your policy is subject to English Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between us.

Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. Full details of the cover **you** have, is shown in **your certificate**. If **we** make any changes to **your** policy, these will be confirmed to **you** separately in writing.

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **you** must follow for the policy to cover **your** claim.

How to make a claim

Please call us as soon as **you** are aware of the emergency by contacting the 24 hour Emergency Helpline on: 0800 027 4645. **You** may not claim under a new policy until **your** contract **start date** unless **you** are renewing an existing policy.

Please have as much information as possible to hand including **your** account number, to enable us to assist **you** as quickly as possible.

Where **you** have purchased a policy which includes an excess payment, this will be taken at the point of claim.

What will happen next:

- If **you** suffer an emergency at **your home**, **you** should tell us on the emergency telephone number. **We** will then:
- Advise you how to protect yourself and your home immediately;
- Validate your policy and take the excess payment (should you have opted to have an excess on your policy). We will then arrange for one of our authorised contractors to get in touch with you to make a convenient appointment or in some circumstances settle your claim on a reimbursement basis;
- We, along with our authorised contractors under our delegated authority, will then manage your claim from that point onwards and keep you updated throughout your claim journey;
- We will organise and pay up to £1000 per claim including VAT for call out, labour, parts and materials to carry out an **emergency repair**;
- In the event of your home becoming uninhabitable and remaining so because of a covered event, we will contribute up to £200 inc VAT towards the cost of your (including your pets) accommodation including transport, on a reimbursement basis;
- In the event that we carry out a temporary repair you should arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible, once we have carried out an emergency repair and contained the emergency for you;
- If the emergency repair costs more than £1000, we will require you to pay the difference;
- Subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, **we** will pay **you** up to £1000 inc VAT as a contribution to a repair which **you** will arrange yourself, taking account of costs already reasonably incurred by **our** authorised contractor, for the initial visit. This will be in full and final settlement of **your** claim;
- When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is covered under **your** buildings insurance.

Claims under this policy can only be made by **you**, **your** immediate family, or any other permanent resident normally living at **your home**.

In some circumstances **we** may find it difficult to deploy an authorised contractor to attend **your home** or deal with **your** emergency within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Lack of availability of a specialist.

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your** emergency and **we** will refund the cost of **your** contractor up to £1000 inc VAT less any excess payable, as shown on **your certificate**.

Please provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement.

We will only reimburse the cost of the emergency repair applicable under the policy.

Other insurance

If **you** make a claim for any liability, loss or damage relating to this claim that is also covered by any other insurance policy, **we** will only pay **our** share of the claim.

Getting our claims costs back

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **we** make.

Anyone making a claim under this policy must give us any help and information that **we** need.

Parts availability

Availability of parts is an important factor in providing **emergency repairs**. If **our** engineer does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts from **our** approved suppliers.

We may use new parts or parts that have been reconditioned by the manufacturer or approved third parties. **We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the emergency.

However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair; and **we** will keep **you** informed throughout **your** claim.

There may also be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

Meaning of words

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings;

1. Authorised Contractor

A tradesperson authorised by us to assess **your** claim, and carry out repairs in **your home** under this policy and under **our** delegated authority.

2. Certificate

The outline of **your** cover provided by the policy.

3. Covered/Insured Events

An emergency in **your home** listed in the section headed "What is covered" on page 7.

4. Emergency

sudden and unforeseen incident in **your home** relating to **your** plumbing, drains and electrical services, which requires immediate action to:

- Prevent damage or further damage to your home,
- Make your home safe, secure and habitable, and/or
- Exposes **you** or a third party to a risk to health.

5. Emergency Repairs

Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair.

6. Insured/You/Your

You, the policyholder, and/or any member of **your** immediate family normally living at **your home**.

7. United Kingdom United Kingdom of Great Britain.

8. Period of Insurance

One year from the **start date** or renewal date shown on **your certificate**. Should **you** make any changes to **your** policy during the term of the cover, a new **certificate** will be sent to **you** to reflect these changes.

9. Home

The house or flat shown on **your certificate**, its integral (built-in) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

10. Temporary Repair

Repairs and/or work immediately required to stop further damage being caused by the emergency. **You** will need to replace this with a permanent repair.

11. We/Us/Our

Inter Partner S.A. UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **you** to receive the Emergency services described in this policy using **our authorised contractors**.

12. Reimbursement Basis

Subject to **our** prior agreement and on receipt of the engineer/installer/supplier/ authorised contractor's fully itemised invoice, **we** will pay **you** up to £1000 inc VAT as a contribution to a repair which **you** will arrange yourself. This will be in full and final settlement of **your** claim.

13. Start Date

The date on which **your** first Direct Debit payment is taken.

14. Trace and Access

The cost of locating or gaining access to the source of the emergency or the cost of reinstatement of your home following an emergency

15. ScottishPower

ScottishPower Energy Retail Limited (company number SC190287) having its registered office at 320 St. Vincent Street, Glasgow G2 5AD.

What is covered

We offer a choice of 4 cover levels. **Your** policy documents will outline the level of cover **you** have selected. It is important that **you** check these documents carefully and read them together with this summary of cover to determine which sections are relevant to **you**:

What is covered	Electrical Emergency Insurance	Plumbing & Drains Emergency Insurance	Plumbing & Drains Plus Emergency Insurance	Plumbing, Drains & Electrical Emergency Insurance
Claims allowed each year	5 per policy year	5 per policy year	5 per policy year	5 per policy year
Cover limit	Cover up to £1000 per claim	Cover up to £1000 per claim	Cover up to £1000 per claim	Cover up to £1000 per claim
Choice of policy excess	No excess £50 excess £99 excess	No excess £50 excess £99 excess	No excess £50 excess £99 excess	No excess £50 excess £99 excess
Blocked sinks, toilets and waste pipes	×	~	~	~
Blocked or leaking drainage, soil vent and water supply pipes	×	~	~	~
Repairs to hot and cold inlet flexible pipes to washing machine and dishwasher	×	×	~	×
Leaking taps and overflow pipes and internal stop taps	×	×	~	×
Electrical breakdown	~	×	×	~

What is covered	What is not covered
We will only pay for the emergency repair. We will not pay for any damage caused by the emergency.	There are conditions and exclusions which limit the type and value of emergency repairs you can claim for.
The emergencies listed may be covered by your policy, depending on which level of cover you choose:	Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an emergency has occurred that it is not covered under the policy.
	The following incidents are NOT covered under this policy:
Section A - PLUMBING & DRAINS EMERGENCY	INSURANCE
What is covered	What is not covered
 A plumbing emergency relating to: The internal hot and cold water pipes between the main internal stopcock and the internal taps; The cold water storage cylinder; Flushing mechanism of a toilet; A leak from: Your toilets; Pipes leading to and from the shower or bath; Internal section of the overflow pipe. 	Any dripping or seized tap, nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain. Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks, basins and showers; Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines. (Unless you have the benefits set out in Section B) Septic tanks, swimming pools and hot tubs; Dealing with temporarily frozen pipes; Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home . Otherwise known as Trace and Access .
	Leaking central heating water pipes and radiator valves; Anything mentioned in General Exclusions.

A - PLUMBING & DRAINS EMERGENCY INSURANCE (CONTINUED)		
What is covered	What is not covered	
A drainage emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.	Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the home);	
Below is a list of emergencies that you would be covered for;	Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), swimming	
Blocked sinks, blocked or leaking waste pipes; Blocked bath, toilets or external	pools, hot tubs, cesspits, treatment plants and their outflow pipes;	
drainage.	Guttering and downpipes;	
You will still be covered if you do have another working toilet or bathing facility;	Regularly cleaning your drains and any descaling of your drains;	
Blocked or leaking soil vent pipes, provided you are solely responsible for this.	Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;	
	Repairing or unblocking drains which are used for commercial purposes;	
	Making access to drain systems points of entry (such as manhole covers) if these have been built over or not within the boundaries of your home ;	
	Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil;	
	Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home . Otherwise known as Trace and Access .	
	Anything mentioned in General Exclusions.	

Section B - PLUMBING & DRAINS PLUS EMERGENCY INSURANCE

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown in your certificate.

What is covered	What is not covered
An emergency relating to:	Exclusions apply as shown in Section A, unless
The internal hot and cold water inlet	covered by the benefits under this level of cover.
flexible pipes of your washing machine and dishwasher;	Repairs to the external stop valve connection to mains water that are the responsibility of the
Dripping or seized taps or internal stop	local water authority.
taps;	Blocked rainwater drains.
Blocked waste drainage;	Anything mentioned in General Exclusions.
Leaking internal and external overflow pipes.	Replacement taps unless this is the only resolution to resolving the immediate emergency. This excludes non standard taps, water filters & hot taps.

Section C - ELECTRICAL EMERGENCY INSURANCE		
What is covered	What is not covered	
	Any electrical circuit that is connected to a separate meter to the home .	
	Anything mentioned in General Exclusions.	

Section D - PLUMBING, DRAINS & ELECTRICAL EMERGENCY INSURANCE

This level of cover combines the benefits shown in Sections A and C. It will only apply if it is shown in your certificate.

General Exclusions that apply

We will not cover the following:

- 1. Any excess applicable per claim as shown on your **certificate**, and any cost over £1000 per claim including VAT, call out, labour, parts and materials;
- 2. We will only pay for the emergency repair. We will not pay for any damage caused by the emergency;
- 3. A repair if you are aggressive towards **our authorised contractors** or staff or impede or prevent access to your **home** at reasonable times to complete the repair;

- 4. Loss or damage arising from **emergencies** which were known to you before the **start date** of this policy;
- 5. Any loss where you did not contact us to arrange repairs;
- 6. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- 7. Any emergency in a **home** that has been unoccupied for more than 30 consecutive days;
- 8. Any defect, damage or breakdown caused by modification, negligence or misuse;
- 9. Any parts required to repair your emergency that are obsolete and cannot be replaced;
- 10. 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;
- 11. Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to your **home** or the use of defective products;
- 12. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- 13. This insurance does not cover normal day-to-day maintenance at your **home** that you should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency;
- 14. If you have been advised of remedial work, which you cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as your local water authority or utility company;
- 15. No costs for repairs, parts or services are payable under this insurance unless **we** have been notified by you or a person calling on your behalf through the 24 hour claims helpline, and **we** have approved a contractor in advance;
- 16. The removal of asbestos;
- 17. Following an emergency reinstating the fabric of your **home**.
- 18. When **we** make a repair **we** will leave your **home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
- 19. Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised contractors** being able to attend to the emergency or carry out work in your **home**;
- **20.** We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Renewal and Cancellation Rights

Renewals

Before the end of your current policy, **we** will write to you to tell you about any changes to what is included in your agreement, or any changes to **our** prices for the next year.

Unless you tell us when **we** write to you that you do not want to renew, **we** will automatically renew your agreement for another year.

Cancellation – Your Rights

If you find that this cover does not meet your needs, please contact us on 0800 027 4645 within 14 days of receiving this document and **we** will arrange for the policy to be cancelled. You will receive a full refund of any premium you have paid, provided you have not made any claims. If you cancel the policy outside the 14 day period you will not receive a refund of any premium paid.

Cancellation – Our Rights

We may cancel this policy by giving you at least 14 days written notice at your last known address for the following reasons;

- If you fail to make payment of premiums we will send you a reminder to do so. If we do not
 receive payment after our reminder we will cancel your policy with immediate effect and
 notify you in writing that such cancellation has taken place;
- If you refuse to allow us reasonable access to your **home** in order to provide the services you have asked for under this policy or if you fail to co-operate with **our** agents, representatives or **authorised contractors**.

If you otherwise cease to comply with the terms and conditions of this policy:

• We may cancel this policy without giving you prior notice if, by law, or other similar reasons we are unable to provide it.

We may cancel this policy with immediate effect if:

- You make or try to make a fraudulent claim under your policy;
- You are abusive or threatening towards **our** staff;
- You repeatedly or seriously break the terms of this policy.

We will continue to honour any claims made before cancellation.

Fraud, misrepresentation and non-disclosure

If we find that you, anybody insured by this policy or anyone acting for you has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide you with cover, or the terms and conditions of cover or the premium required;
- Misled us in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing us to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence us to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by us or another insurer, **we** may;

- Cancel or void your policy and all other policies which you hold with us from the date of the fraud, misrepresentation or non-disclosure and retain any premium you have paid for the policy;
- Refuse to pay the whole of your claim if any part is in any way fraudulent, false or exaggerated, and recover from you any costs **we** have incurred;
- Amend your policy details to record the correct information, collect any additional premium due and charge administration costs.

Complaints Procedure

We will always aim to do **our** best. However there may be times when you are not happy with **our** services.

If you have a complaint about **our** service, you can write to **our** Customer Relations Manager at: Customer Relations – Home Emergency Inter Partner S.A. UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK, or you can phone us on: 01737 815 913 or you can email us at: homeemergencycomplaints@axa-assistance.co.uk

We will deal with your dissatisfaction as soon as we can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if you are not happy with **our** resolution, you may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service, Exchange Tower, London E14 9SR, UK.

Or you can phone 0800 023 4567.

E-mail: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect your legal rights.

If you are unhappy with how **we** have handled your complaint or how **we** have handled your data please refer to the Information Commissioner's Office. Please visit www.ico.org.uk for further information about how to do this.

FSCS

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. You can get more information at www.fscs.org.uk

Restrictions on transferring your policy

You cannot transfer the policy to a new owner or to any other product.

Transfer of the policy to another provider

We may at any time assign and transfer your policy to another company, who will become the new provider of the policy. The new provider of the policy will perform obligations set out in your policy as if it had been the original party to the policy with you and, from then on, your dealings will be with that party.

Data Protection

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, providing emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice.

We collect and process these details as necessary for performance of **our** contract of insurance with you or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- use of sensitive information about the health or vulnerability of you or others involved in your emergency, in order to provide the services described in this policy. By using **our** services, you consent to us using such information for these purposes;
- disclosure of information about you and your insurance cover to companies within the AXA group of companies, to **ScottishPower**, to **our** service providers and agents in order to administer and service your insurance cover, to provide you with emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- obtaining and storing any relevant and appropriate photographic evidence of the condition of your property which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- sending you feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources in order to send you relevant communications. You may withdraw your consent to marketing at any time, or optout of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, you acknowledge that **we** may use your personal data, and consent to **our** use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of **our** use of their data as described here and in **our** website privacy notice.

You are entitled on request to a copy of the information **we** hold about you, and you have other rights in relation to how **we** use your data (as set out in **our** website privacy notice). Please let us know if you think any information **we** hold about you is inaccurate, so that **we** can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of your data, please write to us at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill Surrey RH1 1PR UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk

Alternatively, a hard copy is available from us on request.

ScottishPower's use of your information

ScottishPower (on **our** behalf) will use your personal information to arrange and renew your policy, to administer payments, to send you correspondence and documents in respect of your policy and to assist us process complaints in relation to your policy.

ScottishPower will also use your personal information (including your name, address, contact details and payment details):

• to deal with any complaints which relate to ScottishPower;

• for its legitimate business interests – you will find more information on this in **ScottishPower**'s Privacy Information Notice (which you find on its website scottishpower.co.uk), but these interests include marketing **ScottishPower** products and services to you.

Alternative format

Please contact us in writing or by phone on 0800 027 4645 if you would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.



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