

# Plumbing Maintenance Cover plan - Terms and conditions

Your service includes:

- No limit to the number of call outs.
- Call out usually within 3 hours.
- Access to our 24 hour 365 day telephone number.

#### Period of agreement

Your agreement runs for 12 months from the date it begins (or is renewed), unless you or we use the cancellation rights (set out in the clause headed Cancellation)

#### Start date

Your agreement begins 30 days after we process your application.

#### Renewal

If you pay each year - by cash, cheque, credit or debit card we will contact you before the 12-month prepaid period ends, with details of any changes to the price and terms and conditions, and offer you the chance to confirm your renewal. (If you pay by monthly direct debit, your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time after the initial 12 month period. We will write to you to tell you about any changes to the terms and conditions or prices.)

#### Cancellation

## We will cancel your agreement if:

- you have given false information
- you do not make an agreed payment
- circumstances arise which make it inappropriate for the contract to continue.

## If we cancel your agreement, we will:

• give you a refund based on how long is left of any 12-month cash, cheque, credit or debit card payment.

If you cancel your agreement with us, we will not normally give a refund.

However, you are entitled to a full refund if you cancel within seven working days of taking out the agreement, as long as we have not done any work.

If you cancel your agreement after we have done work, we may charge you an amount that brings your total payments up to the total annual cost.

# <u>Labour</u>

One of our engineers will usually carry out the work. In some cases we may authorise a suitably qualified contractor to carry out the work.

## **Using personal information**

Information you provide or we hold (whether or not under this contract) may be used by us, our employees or agents to:

- identify you when you phone us
- help run any accounts, services and products offered, now or in the future
- help us to detect fraud or loss, and
- write to, e-mail or phone you with information about other services and products we offer.
  We will not contact you in this way if you have previously told us not to do so.

### Third-party rights

Nobody other than you will be able to benefit from this agreement.

# Our responsibilities

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control. In particular, we will not be responsible for delays caused by our suppliers or their agents.

<sup>\*</sup>See exclusions

## Guarantees

Our guarantees do not affect your legal rights.

### Changes to this Contract

We can change the terms of this Contract (including price) at any time. We will tell you if we do so. If we raise your prices or make a change to this Contract which is to your significant disadvantage, we will tell you in writing and you will have 14 days from the date of notification to tell us if you wish to end this Contract. If you do, the change will not affect you.

### **Plumbing Maintenance Cover**

- 1. You are covered for:
- a) an escape of water at your property from the WCs or domestic tank warning/overflow pipe. The approved engineer will repair or replace the damaged part (where the part is readily available) to remedy the escape of water.
- b) any hot or cold water tap to a bath or sink in your property or any external tap that is dripping and requires repair to remedy the problem. The approved engineer will repair the tap.
- 2. The maximum amount we will pay per claim for this element of cover is £250 (including VAT).
- 3. There can be a maximum of 2 claims within the 'period of insurance' stated on your policy schedule. A claim is defined as a single dripping tap or a single leaking overflow pipe.
- 4. The maximum amount stated includes the cost of call-out, labour, materials and VAT.
- 5. All repairs are carried out Monday to Friday, 9am to 5pm (excluding Bank Holidays).
- 6. All permanent repairs are guaranteed for as long as you retain this Coverplan with Appliance World.

## WHAT IS NOT COVERED?

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

### 2. Internal Plumbing Exclusions

- a. discharge of water from the mains fed hot water cylinders and/or central heating boilers;
- b. any tap related fault which has occurred due to wear and tear other than re-washering or ceramic disc failure;
- c. replacement of a hot or cold water tap;
- d. any loss in the event of damage occurring where the property has remained unoccupied for 60 or more consecutive days;
- e. systems / equipment which have not been installed, serviced or maintained in accordance with established practice or manufacturer's instructions;
- f. loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property;
- g. any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes;

# 3. General Exclusions:

The following are also excluded from cover and therefore Appliance World 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;
- I. any situation where a specialist contractor is required, e.g. where asbestos is present;
- m. any costs above the maximum amount(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 remedy or repair 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.