

Home Shield Range - Terms & Conditions

September 2019



Terms & Conditions for your Home Shield Range

Your agreement will confirm the products and any Home Shield Agreement you hold.

What we can look after

Central Heating, Plumbing, Plumbing and Drains, Boiler and Controls and Internal Gas Supply and Electrics.

Our Promise to You

We aim to provide a safe, high-quality service to repair or maintain the equipment included in your Home Shield Agreement. If you have any questions or concerns about your Home Shield Agreement, please contact us on 01482 802748.

Definitions

Wherever the following words and phrases appear in these Terms & Conditions, they will have the following meaning:-

- **Annual Service:** as defined on section 11.
- **Home Shield Agreements:** means our agreements set out on pages 4 to 8.
- **Domestic Purposes:** At least 75% of the rooms at the home must be used for normal living purposes.
- **Home:** means your place of residence being your private domestic dwelling and any covered garage connected to your place of residence. Excludes outside areas, such as your gardens, lawn, outbuildings, borders and driveways.
- **Our/us/we:** Aqua Shield GB Limited which is the administrator for and on behalf of Home Shield for our Agreements and the provider of services for all our other products and agreements.
- **Parts and Labour:** as defined on section 17 & section 18.
- **PowerFlush™:** as defined on section 13.
- **Repairer:** Repairs must always be carried out by engineers approved and authorised by us.

Period of Cover agreements

The Period of cover (which will usually be 12 months) shall commence at least 14 days following the date you first applied and your application was accepted for cover.

Renewals

At renewal we will contact you to tell you only if we have made changes to your Terms and Conditions or prices. If you pay by direct debit, we will automatically renew your Home Shield Agreement(s) annually until you notify us otherwise.

Contact Details

Helpline: 01482 802748

Website : www.aquashieldplumbing.co.uk

Email: info@aquashieldplumbing.co.uk

Head Office

1 Trinity Street

Hull

East Yorkshire

HU3 1JR

**1. Home Shield Range: Basic, Standard, Premium & Ultimate
Home Shield Warranty +
Home Shield Electrics
Home Shield Landlord Cover**

Home Shield Basic

- Annual service of your boiler.
- Repairs in the event of a breakdown of a single gas boiler in your home.
- Repairs or replacement of external controls including; room thermostat, timer and pump where installed in accordance with manufacturer's instructions
- Parts and labour. There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available.
- First service of your boiler. Your boiler must pass its first service. Please see the Initial Inspection section for more details.
- You can claim up to a maximum of £1,200 per contract year of which includes all parts and labour. Your annual boiler service is not included in this limit.
- No excess payments.

Home Shield Standard

- Annual service of your boiler.
- Repairs in the event of a breakdown of a single gas boiler in your home.
- Repairs or replacement of external controls including; room thermostat, timer and pump where installed in accordance with manufacturer's instructions.
- Repairs to your radiators and radiator valves in the event of a breakdown.
- Internal central heating pipe work.
- Parts and labour. There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available.

Home Shield Standard (Continued)

- First service of your boiler. Your boiler must pass its first service. Please see the Initial Inspection section for more details.
- You can claim up to a maximum of £1,200 per contract year of which includes all parts and labour. Your annual boiler service is not included in this limit.
- No excess payments.

Home Shield Premium

- Annual service of your boiler.
- Repairs in the event of a breakdown of a single gas boiler in your home.
- Repairs or replacement of external controls including; room thermostat, timer and pump where installed in accordance with manufacturer's instructions.
- Repairs to radiators and valves in the event of a breakdown.
- Internal central heating pipe work.
- Hot and cold water pipes from the mains stopcock inside your Home leading to your taps and garden taps (but not including the mains stopcock and taps themselves).
- Restoring flow by getting to and unblocking or repairing above ground drainage pipes and waste pipes (for example, unblocking sinks and waste pipes). This applies to pipes within the boundary of your property but only where you have sole responsibility for the pipes and they are not shared with other properties.
- Repairs & replacement to your hot water storage cylinder.
- Central heating feed and expansion tank.
- Parts and labour. There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available.
- First service of your boiler. Your boiler must pass its first service. Please see the Initial Inspection section for more details.
- You can claim up to a maximum of £1,200 per contract year of which includes all parts and labour. Your annual boiler service is not included in this limit.

Home Shield Premium (Continued)

- No excess payments.

Home Shield Ultimate

- Annual service of your boiler.
- Repairs in the event of a breakdown of a single gas boiler in your home.
- Repairs or replacement of external controls including; room thermostat, timer and pump where installed in accordance with manufacturer's instructions.
- Repairs to radiators and valves in the event of a breakdown.
- Internal central heating pipe work.
- Hot and cold water pipes from the mains stopcock inside your Home leading to your taps and garden taps (but not including the mains stopcock and taps themselves).
- Restoring flow by getting to and unblocking or repairing above ground drainage pipes and waste pipes (for example, unblocking sinks and waste pipes). This applies to pipes within the boundary of your property but only where you have sole responsibility for the pipes and they are not shared with other properties.
- Repairs & replacement to your hot water storage cylinder.
- Central heating feed and expansion tank.
- Repairs to gas supply pipe work between your gas meter and appropriate appliances. Where pipe work needs replacing we will install new pipe work routes of our design and location.
- Boiler replacement under the circumstances and in accordance with the terms in section 8.
- Parts and labour. There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available.
- First service of your boiler. Your boiler must pass its first service. Please see the Initial Inspection section for more details.
- You can claim up to a maximum of £1,200 per contract year of which includes all parts and labour. Your annual boiler service is not included in this limit.
- No excess payments.

Home Shield Warranty +

- Repairs to your radiators and radiator valves in the event of a breakdown.
- Internal central heating pipe work.
- Central heating feed and expansion tank.
- Repairs or replacement of external controls including; room thermostat, timer and pump where installed in accordance with manufacturer's instructions.
- First Inspection of your system. Your system must pass its First Inspection. . Please see the Initial Inspection section for more details.
- Annual Service of your boiler.
- Hot and cold water pipes from the mains stopcock inside your home leading to your taps and garden taps (but not including the mains stopcock and taps themselves).
- Restoring flow by getting to and unblocking or repairing above ground drainage pipes and waste pipes (for example, unblocking sinks and waste pipes). This applies to pipes within the boundary of your property but only where you have sole responsibility for the pipes and they are not shared with other properties.
- Washing machine and dishwasher hot and cold flexible pipes (as long as they are installed to the manufacturer's instructions).
- You can claim to a maximum of £500 per contract year of which will include all parts and labour. Your annual boiler service is not included in this limit.

Home Shield Electrics

Repairing electrical wiring and electrical fixtures which are located inside your home as detailed below:-

- Fuse Box.
- Loft Light and Fitting.
- Light Switch.
- Extractor Fan.
- Shower Socket.

Home Shield Electrics (Continued)

- Shower Isolation Switch.
- Light Fittings.
- Wall Sockets.
- Central Heating Isolation Switch.

This covers the fixed electrical wiring system and fuse boxes, including your central heating wiring, light switches, wall sockets, light fixtures and circuit breakers. Parts and labour are included for fitting standard replacement parts, for example we will replace all fittings with a standard white plastic fitting, unless you provide us with a suitable alternative to use at your own cost. Repairs to electric doorbells (not including door-entry systems), bathroom extractor fans that are connected to the wiring of your Home.

Home Shield Landlord Cover

- Repairs in the event of a breakdown of a single gas boiler in your rental property.
- Repairs or replacement of external controls including; room thermostat, timer and pump where installed in accordance with manufacturer's instructions.
- Parts and labour. There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available.
- First service of your boiler. Your boiler must pass its first service. Please see the Initial Inspection section for more details.
- Annual service of your boiler and gas safety check and certificate including 3 further appliances.
- No excess payments.

2. Home Shield Range (Including Electrics Cover) Exclusions - the following are not included in your Home Shield Agreement

- Removing sludge or hard water scale from the boiler or system (see the PowerFlush™ section).

2. Home Shield Range (Including Electrics Cover) Exclusions (Continued)

- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric under floor heating.
- Any costs over £350 (inc. VAT) we would incur to get to your heating system, electrical system, appliance and/or pipes in order to make a repair, including but not limited to, pipes buried in walls or "built in" appliances. We do not include the cost of getting to your appliance where your system is inaccessible due to a design fault.
- Pipes that burst as a result of cold weather.
- Unvented hot water storage cylinders.
- Immersion heaters.
- Repairing or replacing taps.
- Repairing or replacing washers in taps.
- Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanism, mechanical pumps, water filters, swimming pools, decorative garden features, rain-water pipes and guttering, macerators such as Saniflo, and electrical units for toilets.
- Repairing or unblocking drains shared with another property or properties.
- Repairing or replacing manholes, soakaways, septic tanks, cesspits, treatment plants and their outflow pipes.
- Regularly cleaning your drains and any de-scaling of your drains.
- Repairing or unblocking drains outside the boundary of your property.
- Repairing or unblocking drains which are just used for commercial purposes.
- Repairing or replacing any lead or steel/iron pipes.
- Repairing or replacing solar photovoltaic panels and installations.
- Accidental damage - repairs to your boiler in the event of accidental damage caused by you which affects its functioning.

3. Complaints

The Company will always aim to do its best, but unfortunately there may be times when things go wrong. If the Customer has a complaint about any part of the Company's service or the products please telephone us on 01482 802748 or write to us at: Aqua Shield GB Limited, 1 Trinity Street, Hull, HU3 1JR. The Company will try to deal with the matter immediately but

3. Complaints (Continued)

if the Company can't then it will keep the Customer regularly informed about the progress of the investigation. If the Customer is unhappy with the Company's final response, or if the Company has not been able to complete the investigation within 8 weeks of the Company receiving the Customer's complaint, the Customer can seek free advice from your local trading standards office or visit www.tradingstandards.gov.uk, or as a Which? Trusted trader the Company use Ombudsman Services Ltd for dispute resolution. In the unlikely event of a complaint arising and the Customer wishes to refer the complaint to them please contact Which? Trusted traders in the first instance on 0117 981 2929.

4. Domestic Use

Home Shield Agreements are only available for appliances used inside your Home for domestic purposes. If you own a domestic property which you let out, we can offer you Home Shield Landlord Cover product.

5. Price and Price Changes

Your price is set out in your Home Shield Agreement and will not change during your period of agreement unless you change your agreement and/or the Government introduces a change in the relevant tax rate. We will always write to you to tell you about any change to your price and Direct Debit installments.

6. Internet Controls

Internet connected heating controls allow you to control your central heating system remotely. If we have installed your internet connected heating controls we will cover all elements of the system necessary for controlling your heating after any warranty period has expired (as long as you have a continuous Boiler and Controls or Central Heating Agreement at the property). If your internet connected heating controls were not installed by us then we will provide cover for the controls and thermostat (as long as you have had a continuous Boiler and Controls or Central Heating Agreement at the property) but we may not be able to replace it with a like for like product. The cover we provide excludes your broadband connection, mobile phone and any other internet connected heating control equipment whose primary purpose is not to operate your heating system. If you have any questions relating to your internet connected heating controls, please call 01482 802748.

7. Our Responsibilities

We will meet our responsibilities under your Home Shield Agreement(s) within a reasonable time unless it is impossible because of circumstances outside our control.

8. Boiler

If your Home Shield Agreement includes repairs to boiler or repairs to boiler as part of a central heating system:-

- **Whether or not Aqua Shield GB Limited installed your boiler** if we agree that your boiler is less than 7 years old we will provide a replacement suitable new boiler approved by us, if it is not possible to repair your boiler because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it. You will need to provide information regarding the age of your boiler by means of a valid Gas Safe or other industry recognised certificate.
- **Outside of these specific circumstances** or any circumstances mentioned in your particular Home Shield Agreement there is no entitlement to a replacement boiler, but as a Home Shield customer with a breakdown agreement, you are entitled to a discount on the cost of installing a boiler if Aqua Shield GB Limited install it.

9. First Initial Inspection

If your Home Shield Agreement includes a first initial inspection, we will visually inspect your boiler and/or controls and/or your gas central heating system or gas appliance, cylinders and the condition of your plumbing system and radiators (whichever is included under the Home Shield Agreement) to make sure they are in good working order. Your Home Shield service engineer will complete an inspection checklist to show you what he or she has checked. We will normally carry out this service within 42 days of the beginning of your Home Shield Agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services especially in colder periods. If the service reveals a problem, we may:-

- Tell you what work is needed and what it will cost you for that work to be done; or
- Offer you another Home Shield Agreement, which will not include the part(s) of the system causing the problem; or

9. First Initial Inspection (Continued)

- Cancel the Home Shield Agreement and refund your money.

10. Change of Ownership

We will not carry out a first service if we have already carried out a first or annual service at the property (irrespective of change of ownership) within the last 12 months.

11. Annual Service

This section applies if your Home Shield Agreement includes an annual service. We will let you know when it is time to carry out an annual service. We will normally carry out only one first service or annual service at a property (irrespective of change of ownership), in any 12 month period. We will then carry out an annual service around the same time each year where possible. This will depend on our workload and your preference for an appointment. As long as we are given access to your home, we will always make sure we check that your system or appliance is safe. You can also call us at any time to arrange or rearrange your annual service if it is due.

12. Gaining Access to Your Property and Arranging Appointments

It is your responsibility to allow us access to your property. If we cannot gain access to your property, we will be unable to carry out the necessary work. If this happens, we will tell you so that you may arrange another appointment and a charge of £59 including VAT will be payable by you. If you do not arrange an appointment or we cannot gain access, your Home Shield Agreement will continue even though we have been unable to carry out the service and you may not be eligible for repairs. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your Home Shield agreement. We will tell you in writing if this is the case.

13. PowerFlush™

We use our PowerFlush™ to clean the system to remove sludge and other waste from central heating systems. If we recom

13. PowerFlush™ (Continued)

When we recommend that your system needs cleaning through with PowerFlush™ we will charge you to undertake this work. Our engineer will also advise you what other work is needed in order to avoid future problems. We may suggest you correct any design faults that might cause the problem to return, or offer you a different Home Shield option. When a repair is needed due to sludge (for example damage to pump, valves or radiators) and we have not already told you that you need to flush and clean your system with PowerFlush™ or a similar procedure, we will attempt to carry out a repair (excluding the use of PowerFlush™) and will do so at no extra cost.

14. Magnetic Filters and Scale Reducers

We will repair and maintain any magnetic filters and scale reducers (if we have installed them) on gas appliances and heating systems included under your Home Shield Agreement. We will also clean out the filter on your magnetic filter if necessary, as part of any annual service.

15. Cancellation

Your Cancellation Rights

	Minimum Charge
If you are within your contract agreement and no works or services have been completed.	£108
If you are in the first year of your agreement, and we have carried out a repair or service during of your agreement.	£177

Our Cancellation Rights

We may cancel your Home Shield Agreement in the following circumstances:-

- If we give you reasonable notice.
- If you have given false information.

15. Cancellation (Continued)

Our Cancellation Rights (Continued)

- If you do not make an agreed payment.
- For Home Shield Agreements concerning gas boilers, gas appliances, heating systems or plumbing, if we find something wrong at the first service or we have advised you that permanent repairs or improvements are needed to make sure your appliance or system works properly, and you do not follow our advice within a reasonable period. This advice may include replacing your boiler or system. (What constitutes a reasonable period will vary depending on the nature of the issue and the period could be short in the case of, for example, a safety issue).
- If we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- If we cancel your Home Shield Agreement, we will, for Home Shield Agreements concerning gas boilers, gas appliances or heating systems, give you a full refund if we find anything wrong at the first service, providing no alternative plan is available, based on how long is left of any 12-month cash, cheque, credit card or debit card payment you have already made, after any applicable minimum payments have been met.
- If we cancel your Home Shield Agreement because we have told you that permanent repairs or improvements are needed, we may offer you another Home Shield Agreement with us, for example one which will not include the parts causing the problem, or does not include the cost of repairs to your system or boiler. If, after several attempts, we cannot gain access to your property we may cancel your agreement. We will tell you in writing if this is the case.

16. Safety Advice

We may advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely (for example, to comply with gas safety regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, it may mean that we are unable to fulfill all of our obligations under your Home Shield Agreement. In this case, your Home Shield Agreement will continue to run unless you tell us you would like to cancel or if we cancel the Home Shield Agreement (see 'Your Cancellation Rights' and 'Our Cancellation Rights').

17. Spare Parts

If our engineer does not carry the spare parts your repair work needs on the day, we can get hold of most items the following working day. Otherwise, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer.

18. Labour

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.

19. Approved Equipment

We only undertake work on appliances, energy-management systems and plastic pipes which are on our approved list.

20. Third Party Rights

Nobody other than you will be able to benefit from this Home Shield Agreement, which cannot be passed to someone else without our agreement.

21. Guarantees

Aqua Shield guarantees all parts and labour for 12 months from date of repair. Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from Citizens Advice Bureau or Trading Standards Department.

22. Appointment Times

Aqua Shield lets you choose the time that suits you, from AM (8am-12pm), PM (12pm-5pm), Monday to Friday.

23. Payments

Following your first payment (usually by Direct Debit), all following payments for your Home Shield Agreement will be collected on the first day of every month. If you choose to pay by cash or cheque or we may charge you a small administration fee for processing your payment. All of our charges are inclusive of relevant taxes at the prevailing rate.

24. Moving Home

If you are moving home, please notify us as soon as possible about any change of address. Once we receive new address details from you for your new home we will automatically transfer your Home Shield Agreement to this new address unless you inform us otherwise and cover on your new system will commence following an initial inspection. We will arrange a first service for your new home (please refer to First Service and Annual Service sections).

25. Governing Law

The terms and conditions for all products and services are written in English and all correspondence entered into shall be in English. Your agreement is governed by the Laws of England and Wales.

26. General Exclusions

26.1 Design or Existing Faults

We will not include the cost of repairs needed because of design faults or installations which have not been undertaken in line with building regulations or faults which existed before you entered into your Home Shield Agreement or which we could not identify on our first service or inspection of that particular system or appliance.

26.2 Accidental Damage/Third Party Damage/Damage from Intentional Risk Taking

Accidental damage caused by you is not included within any Home Shield Agreement, the cost of repairs relating to damage

26. General Exclusions (Continued)

26.2 Accidental Damage/Third Party Damage/Damage from Intentional Risk Taking (Continued)

caused by you is excluded from all Home Shield Agreements.

Where work is undertaken on your system by a third party, whether or not following our advice, which results in damage or creates a problem to that or another part of your system, the repair of any such damage or remedial works will be excluded from your Home Shield Agreement.

26.3 All Other Loss and Damage

Unless we are responsible for it, we will not include loss or damage to property (including any cleaning needed) or any other type of loss caused by the appliance, boiler, system or plumbing to which this agreement relates breaking down or being accidentally damaged by you or leaking (for example, damage to furniture caused by water leaks). If access has to be made to your appliance, boiler, system, plumbing or electrics any redecoration, repair or resurfacing of damage that may be needed following our work is your responsibility, unless we have been negligent.

26.4 Risks Normally Insured under Household or Other Insurances

Except and only to the extent specifically stated as being included under your Home Shield Agreement, we will not include the repairing of faults or damage or replacement of appliances/systems or plumbing caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have enough cover for these risks.

27. Other Exclusions

We will not include the following:-

- Replacing appliances, bathroom fixtures, showers and sanitary ware (apart from boilers as described earlier).

27. Other Exclusions (Continued)

- Improvements including work that is needed to bring your appliance/system up to current standards/legislative requirements. Examples of these improvements include replacing parts such as flues or vents that do not meet current standards, (these are examples only, not a complete list). You may need to have improvements carried out before we are able to complete other repairs to your appliance/system.
- Upgrades which you may want to have carried out to improve your appliance/system. Examples of upgrades include replacing working radiators with improved models, (these are examples only, not a complete list).
- Replacing or repairing parts that do not affect how the appliance/system works or decorative or specialist parts.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
- Cash alternatives for service, maintenance or repair.
- Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks) or repairing damage caused by scale, sludge or other debris if we have told you permanent repairs, improvements or a Power-Flush™ (or a similar cleaning procedure) are needed to make sure your appliance/system works properly. We will only tell you this if, in our expert opinion, it is necessary.
- Removing asbestos associated with repairing the appliance/system. When you have had any asbestos removed, you must give us a Clean-Air Certificate before we will do any further work at your property. By law, the person who removes the asbestos must give you a Clean-Air Certificate.
- Repairing or replacing any lead, steel or iron pipes.
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Repairing or replacing walls fixtures or fittings where we need access to make a repair.
- Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our personnel including verbal or physical abuse. We will not recommence work until the Health & Safety risk has been rectified to our satisfaction.
- Repairing or replacing appliance flues that aren't part of your boiler.
- Replacing your boiler, except under the circumstances set out in the General Conditions and Exclusions section and any circumstances specifically stated in your agreement.

28. Beyond Economical Repair (applies to the boiler only)

Upon making a claim, the total cost of parts and labour (including VAT) required to repair your boiler will be determined by Aqua Shield by using our reputable suppliers. If this cost exceeds 85% of the manufacturers current retail price (or if this is not available, the average current retail price available using leading UK suppliers) for a boiler of the same or similar make and model to your boiler the then current version of your boiler, it will be deemed to be Beyond Economical Repair.

29. Obsolete Parts

Aqua Shield uses reputable suppliers who stock the usual parts required to fix most boilers. However, if when attempting to fix your system we find that the relevant manufacturers spare parts are not readily available or that parts may be available but take longer than 28 days to source, Aqua Shield will not be able to complete your repair.

30. Using Personal Information

We will not share information about you.



Helpline **01482 802748**
Or visit www.homeshieldcover.co.uk