



by

NYPD

NIGEL YATES PLUMBING DEPT

BOILER, CENTRAL HEATING & PLUMBING COVER

TERMS & CONDITIONS

Central Heating Cover is underwritten by:

NYPD HomeShield Ltd

and will provide the services and benefits described in this cover:

- During the period of cover
- Within the geographical limits
- Following payment of the premium

We will provide the services and benefits on the basis of the details you have supplied and subject to the following terms and conditions. Please read carefully, to ensure this cover meets your individual requirements. Your cover is made up of your application, these terms and conditions (also referred to as 'your cover'), and cover schedule. The terms and conditions for this cover are written in English and all correspondence entered into shall be in English.

The aims of this cover

This cover is a product which meets the demands and needs of householders who want protection in the event of a breakdown of their central heating system and/ or their boiler and controls. This cover should complement your household insurance policies, and provide benefits and services which may not be available under those policies. We aim to provide a safe, high-quality service to repair the equipment included under this cover. If you have any questions or concerns about your cover, please contact us on 01934 833 444*.

Meaning of words

This part of the cover wording sets out the words which have a special meaning. Each word is listed with the meaning explained alongside it and is printed in bold type wherever it appears in the cover wording.

Application: An application for arrangement of the cover detailed in this cover which can be made by you by telephone or by the completion of an application form.

Gas Central Heating System: The main hot water or gas central heating system in your home. This includes pipes which connect components of the system, but not cold water supply or drainage pipes (this is covered by drainage cover). This does not include any non-domestic heating or hot water systems or any form of solar heating.

Geographical Limits: The mainland of Great Britain, plus the Isle of Wight. There are a few areas of Great Britain where cover is not provided, if this affects you, we will tell you when you apply.

Home: This is your place of residence being your private domestic dwelling and any covered garage connected to your place of residence. Excludes outside areas, including your gardens, lawn, outbuildings, borders and driveways.

Covered Person(s) or You/Your: The person named on the cover schedule, together with the members of your household normally residing with you. In your absence on a trip away from home, the person duly authorised by you as the key holder responsible for the home.

Our/us/we: NYPD HomeShield Ltd. administer the cover and manage all claims on behalf of HomeShield.

Period of Cover: The period shown on the cover schedule which shall commence at least 30 days following the date you first applied and the application was accepted for cover, or after a Safety & Energy Efficiency check has been completed.

Unoccupied: When your home has not been lived in by your family or by anyone who has your permission, for more than 30 days in a row. Lived in means slept in frequently.

What is covered:

- Parts and labour for repairs subject to the terms of your cover.
- No limit to the number of call-outs to carry out work on parts of your system covered - see Your Cover Schedule.
- Priority service every day of the year. You will be prioritised over persons who do not have any contract with HomeShield.
- Getting to your System (see the 'Getting to Your System' section under 'About Your Cover').
- Advice about your system from our Gas Safe Register (previously CORGI) engineers during any necessary repair visit.

There are three levels of Cover:

We base your cover on the options you select (listed and described below). The selection you made is shown on your cover schedule.

1. Central Heating Gold Shield Cover

This service is for repairing a single boiler and wet (using water) or warm-air gas central heating system in your home and includes the following:

- Parts and labour if your gas central heating system needs repair.
- Parts and labour if your internal plumbing & drainage needs repair.
- If we agree that your boiler is less than seven years old, we may provide a replacement boiler if it is not possible to repair it because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it with a suitable new boiler we have approved.
- If your boiler is seven years old or more, and it is not possible to repair it or you choose to replace it at any time (however old it is), as a central heating customer, you are entitled to a special offer from HomeShield on the combined cost of a HomeShield boiler and installation.
- Warm air vents. For warm air units only

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.

2. Central Heating Silver Shield Cover

This is the same as Central Heating Gold Cover, except that the internal plumbing & drainage is not covered. See your cover schedule for details of your level of cover.

3. Boiler and Controls Bronze Shield Cover

This is the same as Central Heating Silver Cover, except that the parts and labour are for the boiler and controls only. See your cover schedule for details of your level of cover.

Internal Plumbing & Drainage Cover

Products designed to meet the demands and needs of householders who want protection in place in the event of various problems with their internal plumbing or their internal drains.

Plumbing Cover

Repairs or replacement inside your Home in the event of leaks or mechanical failure of:

- Hot and cold water pipes from the mains stopcock inside your home leading to your taps (but not including the mains stopcock and taps themselves)
- Leaking overflow pipes
- Standard ball valves and toilet siphon
- Radiator valves
- Hot water cylinders and immersion heaters; and
- Parts and labour – as long as all the essential working parts are available.
- Any required replacement parts are sourced from our network of national suppliers. These may differ from the original, for example, using a standard flush handle to replace a gold plated flush handle, unless an alternative is provided by you.
- The Exclusions below and the General Conditions and Exclusions.

What is not covered on your heating system

- Removing sludge or hard-water scale from the boiler or system (see the Power Flushing section under 'About Your Cover').
- Replacing your boiler if it is seven years old or more
- Repairing or replacing appliance flues that aren't part of your boiler
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric under floor heating (other than warm-air systems).

Plumbing Exclusions

The following are not included in your cover:

- 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, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.
- Any costs over £1,000 (inc. VAT) we would incur to get to your system/appliance in order to make a repair, for example, 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.
- Items in the General Exclusions

- Restoring flow by getting to and unblocking or repairing drainage pipes and waste pipes (for example, unblocking sinks, waste drains). This applies to pipes within your property but only where you have sole responsibility for the pipes.
- Limit for parts and labour on internal drains: Parts and labour are included up to £1,000 (including VAT) to access your system and make repairs.

Drains Exclusions

The following are not included in your cover:

- Repairing or unblocking internal 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 internal boundary of your property.
- Repairing or unblocking drains which are used for mainly commercial purposes.
- Repairing or replacing any lead or steel pipes.
- Making access to drain system points of entry (such as manhole covers) where these have been built over.

General exclusions

Your cover does not include the following:

1. Claims outside the period of cover. (The period of cover is shown on the cover schedule and does not commence until at least 30 days, following the date your application for cover was accepted or after a Safety & Energy Efficiency check has been completed).
2. Design or existing faults - We will not include the cost of repairs needed because of design faults (unless HomeShield are responsible), or faults which existed before you entered into the cover.
3. Third-party or accidental damage - We will not include the cost of repairs relating to damage caused by you or someone else.
4. Indirect losses caused by the breakdown - 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 or system to which this policy relates breaking down or leaking (for example, damage to furniture caused by water leaks). If access has to be made to your appliance, boiler or system, we will fill in any holes and leave the surface level but we will not replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility, unless we have been negligent
5. Normal insured risks - We will not include the cost of repairing faults, or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood, earthquake or storm. You should check your household insurance to make sure you have enough cover for these risks.
6. Replacing appliances, bathroom fixtures, showers and sanitary ware (apart from boilers as described earlier).
7. Improvements, including work that is needed to bring your system up to current standards. Examples of improvements

include system upgrades, such as adding thermostatic radiator valves, replacing parts such as flues or vents which do not meet current standards, and replacing working radiators with improved models (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 system.

8. Replacing or repairing parts which do not affect how the system or appliance works or decorative or specialist parts.
9. Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
10. Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary.
11. Removing asbestos associated with repairing the appliance or 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.
12. Cash alternatives for repair.
13. Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent.
14. Repairing or replacing any lead, steel or central heating iron pipes.
15. The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
16. Commencing and/or continuing services where we reasonably consider that there is a Health and Safety risk including: the presence of hazardous materials; infestations; or harassment of our personnel. We will not recommence work until the Health and Safety risk has been rectified to our satisfaction.
17. Repairs (such as to your heat exchanger) that are required due to the build up of sludge or other debris where we have previously advised you that your system requires a Power Flushing or similar cleaning procedure and you did not have the procedure conducted in a timely manner.
18. A claim which occurs during the period of cover where the home is left unoccupied for more than 30 days.

Requesting assistance

(How to Claim) First check the circumstances are covered. Having done this telephone NYPD HomeShield Ltd. who act as administrator of the scheme stating your cover number, on: **01934 833 444****.

If you require a Security Password or have any special needs, please notify the Helpline at the time of your call. Once the repairs are completed to your satisfaction, simply sign the completed works order and we will settle the claim (subject to the cover limits) with the engineer directly. Our engineers will only attend where an adult of 18 years of age or over is present.

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID EMERGENCY SERVICE ON 0800 111 999.

About Your Cover:

This cover only covers appliances used inside your home for domestic purposes. Your home is the address notified to us when you applied for cover and that appears on your schedule. Cover does not transfer when you move address.

Governing law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

Information to be provided

You must provide us with the full boiler Make and Model and confirm that your boiler and gas central heating system (where appropriate) is in good working order with no water leaks before we will accept your boiler and gas central heating system onto cover. We will confirm these items to you.

Payments

Following your first payment (usually by Standing Order) payments for your cover will fall monthly. All of our charges are inclusive of relevant taxes at the prevailing rate.

Annual service

HomeShield endorses the Health and Safety Executive's view that boilers should be serviced once a year. This is covered within the cost of your cover.

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). If you do not follow our advice, it may mean that we are unable to fulfill all of our obligations under your cover. In this case, your cover will continue to run unless you tell us you would like to cancel or if we cancel the cover (see 'Cancellation Provisions').

Spare parts

If we do not carry the spare parts your repair work needs on the day, we use a central stock of 30,000 parts. This means we can get hold of most items the following working day. Otherwise, we will do all we reasonably can to find parts from our suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer.

Labour

An HomeShield engineer will usually carry out the work. In some cases we may authorise a suitably qualified contractor to carry out the work.

Approved equipment

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

Third-Party rights

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

Getting to Your system

We include the cost of getting to your system (parts and labour) up to £1,000 (including VAT) for each job, for example, pipes or wiring buried in walls or 'built-in' appliances. We do not include the cost of getting to your system (Parts and Labour) where your system is inaccessible due to a design fault.

Our responsibilities

We will meet our responsibilities under this cover within reasonable time, unless it is impossible because of circumstances outside our control.

Guarantees

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 a Citizens, Advice Bureau or Trading Standards Department.

Appointment Times

HomeShield lets you choose the time that suits you from AM (8am-1pm), PM (12 noon-6pm), or daytime (10am-2pm), Monday to Friday.

Power Flushing

We use our Power Flushing equipment and filters to clean the system to remove sludge and other waste from central heating systems. If we recommend that your system needs cleaning through with Power Flushing 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. This work can increase the life of your system and improve efficiency. 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 Power Flushing or a similar procedure, we will attempt to carry out a repair (excluding the use of Power Flushing) and will do so at no extra cost.

Complaints procedure

We aim to provide a first-class service at all times. However, if you have a complaint regarding the standard of service you have received under your cover, the following procedure is available:

1. In the first instance, please write to: Customer Relations Manager, NYPD HomeShield Ltd., Timberlake Barn, Brinsea, Congressbury, North Somerset BS49 5JL. Alternatively, telephone us on **01934 833 444*** or you can e-mail us at: **complaints@nypdgroup.co.uk** If we cannot give you a final decision by four weeks from the day we receive your complaint we will explain why and tell you when we hope to reach a decision.

Cancellation Provisions

Cancellation by the Covered Person

You have the right to cancel any cover either by posting a letter to us or telephoning us within 14 days of the receipt of these terms and conditions. If you cancel during this period, we will refund to you any premium you have paid. If you subsequently give notice in writing or by telephone to us to cancel this cover other than at the renewal date, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. Unless you have made a claim in the current cover year, we will give you a refund based on how long is left of any 12-month advance or standing order payments. Where you have made a claim, we may charge an amount to cover the cost of the services provided up to £168.

Cancellation by Us

We may give 14 days, notice of cancellation of this cover by letter to you at your last known address in the following circumstances:

- If You have given false information.
- If you do not make an agreed payment.
- 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.
- If your appliance or system is not on our approved list or 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 cover to continue.

If we cancel your cover because we have told you that permanent repairs or improvements are needed, we may offer you another cover 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.

Premium position upon cancellation by Us:

If premium has been paid for any period beyond the date of cancellation of this cover, the relevant pro-rata portion of this premium will be refunded to you or your estate. Where we have cancelled your cover as your appliance or system is not on our approved list or where we are not reasonably able to find parts to keep your system or appliance working safely, we will refund any premium paid during the current period of cover.

Effective time of cancellation:

This policy shall cease at 00.01 hours Greenwich Mean Time on the day stipulated in any notice of cancellation sent by us or the day following the last day of the period of cover for which the premium has been paid, whichever is earlier. This cover is administered on behalf of the underwriters by:

This Cover is administered on behalf of the HomeShield by
NYPD HomeShield Ltd,
Timberlake Barn, Brinsea,
Congresbury, N. Somerset BS49 5JL.
Registered Number 8047775
Telephone: 01934 833 444*

Using personal information

We or our agents may use information about you to:

- Identify you when you contact us so that we know exactly who we are speaking to;
- Offer you accounts, services and products from time to time (we may do this using an automatic scoring system, which also uses information about you from other agencies, including credit reference agencies);
- Help run, and contact you about improving the way we run, any accounts, services and products we have provided before, provide now or may provide in the future (we may also contact you by e-mail or text message if you have given us these contact details);
- Create statistics, test computer systems, analyse customer information and create marketing opportunities (including using information about what you buy from us and how you pay for it, for example, the amount of gas or electricity you use and any discounts we have offered you);
- Help to prevent and detect fraud or loss; and
- Contact you in any way (including by post, e-mail, phone, text or multimedia messages or visiting you) about products and services we and our partners offer. We may allow other people and organisations to use information we hold about you:
 - To provide services you have asked for;
 - As part of selling one or more of our businesses;
 - To help to prevent and detect debt, fraud, or loss (for example by giving this information to a credit reference agency). If you do not pay your debt, we may transfer your debt to another organisation and give them details about you and that debt;
 - If we have been asked (for example by Ofgem or a lawyer) to provide information for legal or regulatory purposes;
 - As part of current or future legal action;
 - As part of government data-sharing initiatives; or



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“to protect & service”

We may also let companies in our group use your information to do any of the things mentioned above. We may use your information to help train our staff. We may also monitor and record any communications we have with you (including phone conversations and e-mails) to make sure that we are providing a good service and to make sure we are meeting our legal and regulatory duties.

We may pass your address, property and postcode, and details of your gas appliances, flue, hot-water cylinder, system controls and electrical installations (including details of any repairs or removals) to organisations that supervise these activities, including: Capita Gas Registration and Ancillary Services Limited (previously CORGI) and the ECA (Electrical Contractors Association). These organisations may pass this information to local authorities to meet building regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits, and for health and safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that your appliances and other relevant items/ equipment meet building regulations.

We may check your details with one or more credit-reference and fraud-prevention agencies to help us make decisions about your ability to make payments and the goods and services we can offer you. Below, we have given a brief guide to how we, the credit reference and fraud prevention agencies will use your information.

We will search at credit-reference and fraud-prevention agencies for information about you and all the people you are applying with. If you are providing information about other people on a joint application, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and fraud is identified, we will pass your details to credit reference and fraud-prevention agencies. Law-enforcement agencies (such as the police and HM Revenue & Customs) may receive and use this information.

- We and other organisations may also access and use information about you that credit-reference and fraud-prevention agencies give us to, for example:
- Check details on applications you make for credit and credit-related services;
- Check your identity;
- Prevent and detect fraud and money laundering;
- Manage credit and credit-related accounts or services;
- Recover debt;
- Check details on proposals and claims for all types of insurance; and
- Check details of employees and people applying for jobs with us.

- When credit-reference agencies receive a search from us, they will record this on your credit file, whether your application is successful or not.
- We and other organisations may access and use, from other countries, information recorded by fraud-prevention agencies.
- If you want to see what information credit-reference and fraud prevention agencies hold about you, you can contact the following agencies currently working in the UK. The information they hold may not be the same, so it is worth contacting them all. They will charge you a small fee.

CallCredit

Consumer Services Team
PO Box 491
Leeds LS3 1WZ
Phone: 0870 0601414
Website: www.callcredit.co.uk

Equifax plc

Credit File Advice Centre
PO Box 1140
Bradford BD1 5US
Phone: 0870 010 0583
Website: www.myequifax.co.uk

Experian

Consumer Help Service
PO Box 8000
Nottingham NG80 7WF
Phone: 0870 241 6212
Website: www.experian.co.uk

If you give us information on behalf of someone else, you confirm you have given them the information set out in this document, and that they have given permission for us to use their personal information in the way we have described in this clause. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this document.

* Lines open 9am-5pm, Monday-Friday

** Lines open 24 hours / 7 days a week (an answer phone service may operate at times outside normal working hours)
Your call may be recorded and/or monitored for quality assurance and compliance purposes.

NYPD HomeShield Ltd

(Registered in England & Wales No. 8047775)
Registered Office: c/o DG Accountancy Services,
3 Wakedean Gardens, Yatton, Bristol BS49 4BL.
Terms & Conditions released 01st August 2012



NYPD HomeShield Ltd, Timberlake Barn, Brinsea,
Congresbury, North Somerset BS49 5JL.

Weston: 01934 833 444 • Bristol: 0117 339 0 339

e: homesield@nypdgroup.co.uk • w: www.nypdgroup.co.uk

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