

SUMMARY
OF COVER

version

1

DRAINSHIELD UK WARRANTY: Summary and Cover

1. Introduction

- 1.1. The DrainShield UK Warranty is a warranty provided by Auger (“the Contractor”) covering latent defects in drainage and associated works carried out by the Contractor.
- 1.2. The warranty is only available to customers of the Contractor.
- 1.3. The benefit of the DrainShield UK Warranty is for property owners their mortgage lenders and subsequent owners.

2. Summary of Cover

The following sets out a summary of the cover provided by the DrainShield UK Warranty. It does not purport to give a comprehensive summary of the cover as this can be found in the DrainShield UK Warranty Terms set out later in this document. This summary does not form part of your DrainShield UK Warranty. The definition of the terms used in this document can be found in the DrainShield UK Warranty Terms and in the Key Definitions section.

Please refer to the warranty terms in this document for full details and information on the cover provided.

2.1. DrainShield UK Warranty provides the following cover

- 2.1.1. Damage occurring during the 10 year Warranty Period is the responsibility of the Contractor. Therefore the customer should notify the Contractor as soon as possible on becoming aware of such Damage within this period.
- 2.1.2. The Contractor will remedy claims discovered and notified to the Contractor during the 10 year Warranty Period in respect of the cost of complete or partial rebuilding or rectifying work to the Building Works which has been affected by Damage provided always that the liability of the Contractor does not exceed the reasonable cost of rebuilding the Building Works to the original specification and subject to the Limit of Liability and any other limitations contained in the Warranty Terms which are set out in this document.

2.2. Minimum Claim Value

A Minimum Claim Value is applicable for all claims and is detailed in your Certificate of Warranty. This is applied to each and every separate cause of loss for which a claim is made under the DrainShield UK Warranty.

2.3. Indexation

The Limit of Liability and Minimum Claim Value are increased by 5% per annum compound.

3. Key Definitions

3.1. Building Works

The drainage and any other associated works carried out at the Premises under a contract or agreement between the Contractor and Customer or any other party who has entered into an agreement or contract for the Building Works and who is named in the Certificate of Warranty

3.2. Certificate of Warranty

The Certificate issued by the Contractor to signify acceptance of the Building Works for the purposes of the DrainShield UK Warranty.

3.3. Contractor

The party with whom the DrainShield UK Warranty Customer or DrainShield UK Warranty holder or any other party has entered into an agreement or contract for the Building Works and who is named in the Certificate of Warranty.

3.4. Damage

Any Defect in the design, specification, workmanship, materials or components of the Building Works affecting or causing physical loss, destruction or damage and/or affecting or causing imminent instability to a Premises which is first discovered during the Warranty Period.

3.5. Defect

A failure to comply with the requirements of "The Drain Repair Book" (copies available from the Water Research Council plc, Franklands Road, Blagrove, Swindon, Wiltshire, SN5 8YF Tel 01793 865138) which gives rise to Damage. Failure to follow the performance standards or guidance supporting does not in itself amount to a Defect, as it may be possible to achieve the recommended performance in other ways.

4. Warranty Exclusions

The following exclusions apply to the warranty. You should refer to the Warranty Terms in this document for the full wording of the exclusions:-

- Alterations
- Consequential Loss
- Maintenance & Use
- Prior Knowledge
- Radioactive Contamination
- Sonic Bangs
- Subsidence
- Vermin
- Water Table
- Wilful Acts
- Changes in colour
- Defects in Existing Works
- Personal Injury
- Premises not insured
- Reasonableness
- Special Perils
- Trees
- War Risks
- Wear and Tear

5. **Financial Limits**

The maximum the Contractor will pay is the value of the Building Works as per the invoice that is referred to in the Certificate of Warranty.

The Limit of Warranty is indexed in line with the Indexation Clause in the DrainShield UK Warranty.

6. **Complaints**

The Contractor aims to provide you with a high level of customer service. Details of the Contractors complaints procedure will be provided by the Contractor on request.

7. **Making a claim**

The Contractor handles all claims fairly and promptly when negotiating and settling claims. To make a claim please contact:

Auger, Scotia House, Kelvinside, Wallasey, Wirral CH44 7JY

DRAINSHIELD UK WARRANTY TERMS AND DRAINSHIELD UK WARRANTY DOCUMENT

1. Information

1.1. The Customer is requested to read this warranty document and Certificate of Warranty. These are important documents. If any information is not clear please contact the Contractor.

This Policy consists of:-

- INFORMATION on the DrainShield UK Warranty;
- DEFINITIONS detailing all definitions applicable to the DrainShield UK Warranty.
- WARRANTY AGREEMENT giving precise details of the cover, as applicable, subject to variation by endorsement;
- EXCLUSIONS detailing exclusions that apply to the DrainShield UK Warranty.

CONDITIONS defining the conditions that apply to the DrainShield UK Warranty.

- CLAIMS NOTIFICATIONS PROCEDURES detailing the procedures that should be followed when notifying a claim under the DrainShield UK Warranty.
- COMPLAINTS defining the Complaint procedure.

These terms set out the cover provided by the DrainShield UK Warranty.

This cover is subject to a number of definitions, conditions, exclusions and financial limits as detailed in these Terms.

The DrainShield UK Warranty is only available to customers of the Contractor. The Certificate of Warranty enclosed with the DrainShield UK Warranty details the extent of the Building Works.

The DrainShield UK Warranty does not provide cover for any legal liabilities that the Customer may have to third parties arising out of the use or ownership of the Drainage System.

The Contractor warrants the Building Works identified in the Certificate of Warranty as specified in this document for a period of 10 years with effect from the Completion Date of the Building Works.

The Limit of Liability for the DrainShield UK Warranty is the value of the Building Works as detailed on the invoice that is referred to in the Certificate of Warranty.

LAW APPLICABLE TO THIS POLICY

This policy shall be governed by and construed in all respects in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

INTERPRETATION

Where any word or expression is a defined term in the Policy, then such word or expression shall, unless the content otherwise requires, have the same meaning wherever it appears.

NOTES:

- 1) For the DrainShield UK Warranty to be binding there should be a signed Certificate of Warranty. Please look carefully at the Certificate issued to ensure that the details have been correctly entered.
- 2) The DrainShield UK Warranty is transferable to future owners of the Premises provided that such owners contact the Contractor to notify their details. The Contractor reserves the right to charge a reasonable administration fee in relation to any notification of change of owner.

2. **Definitions**

2.1. **Building Works**

The drainage and any other associated works as described in the Certificate of Warranty carried out at the Premises under a contract or agreement between the Contractor and the Customer or any other party who has entered into an agreement or contract for the Building Works and who is named in the Certificate of Warranty.

2.2. **Certificate of Warranty**

The Certificate issued by the Contractor to signify acceptance of the Building Works for the DrainShield UK Warranty.

2.3. **Damage**

Any Defect in the design, specification, workmanship, materials or components of the Building Works affecting or causing physical loss, destruction or damage, which is first discovered during the Warranty Period subject to the Limit of Liability.

2.4. **Defect**

A failure to comply with the requirements of "The Drain Repair Book" (copies available from the Water Research Council plc, Frankland Road, Blagrove, Swindon, Wiltshire, SN5 8YF. Tel 01793 865000 which gives rise to Damage. Failure to follow the performance standards or guidance supporting does not in itself amount to a Defect as it may be possible to achieve the recommended performance in other ways.

2.5. Warranty Period

The 10 year period commencing from the Completion Date of the Building Works set out in the Certificate of Warranty during which the Contractor is responsible for any repairs or remedial works to the Building Works.

2.6. Limit of Liability

During the Warranty Period the liability of the Contractor shall not exceed the amount on the invoice that is referred to in the certificate as the Limit of Liability on the Certificate of Warranty. The Limit of Liability is index linked in accordance with Condition 6.4 of the DrainShield UK Warranty Terms.

2.7. Minimum Claim Value

The amount relating to each and every loss in respect of the Premises below which the Contractor has no liability under the DrainShield UK Warranty and which will be specified in the Certificate of Warranty. If the loss is greater than the Minimum Claim Value the Contractor will be responsible for the full amount of the Customer's claim covered by this warranty.

A separate Minimum Claim Value shall apply to each separately identifiable cause or loss or damage for which a claim is made under the DrainShield UK Warranty.

2.8. The Customer

The owner of the Premises which is the subject of this DrainShield UK Warranty, their successor in title and whose interest has been noted under the DrainShield UK Warranty excluding the Contractor, any relatives or associated companies of the Contractor.

3. Premises

The property described in the Certificate of Warranty where the Building Works were carried out.

4. Insurance Period

4.1. The Contractor will repair and remedy any claims discovered and notified to the Contractor during the Warranty Period in respect of the cost of complete and partial rebuilding or rectifying work to the Building Works which has been affected by Damage provided always that the liability of the Contractor does not exceed the reasonable cost of replacing the Building Works to its original specification and subject always to the Limit of Liability.

In the event of a claim under the DrainShield UK Warranty the Contractor has the option either of paying the cost of putting right any damage or itself arranging to have such Damage corrected.

4.2. The Contactor will also be responsible for:-

4.2.1. Such additional costs and expenses as are necessarily incurred by the Customer solely in order to comply with Building Regulations or Local Authority or other Statutory Provisions, provided that the Contractor shall not be liable for those costs that would have been payable by the Customer in the absence of the discovery of a valid claim under the DrainShield UK Warranty.

4.2.2. For the costs and expenses incurred by the Customer in respect of:-

- removal of debris; and/or
- dismantling or demolishing and/or
- shoring up the premises

5. Exclusions

Applicable to all Sections

The Contractor shall not be liable to the Customer or any:-

5.1. Alterations

Loss or damage in the Building Works due to or arising from any alteration, modification or addition to the Premises after the issue of the Certificate of Warranty.

5.2. Change in Colour

Any change in colour, texture, opacity or staining or other ageing process to any element of the Building Works.

5.3. Consequential Loss

Consequential loss of any description except as expressly provided for in this DrainShield UK Warranty including but not limited to loss of enjoyment, loss of use, loss of income or business opportunity, diminution in value of the Premises, inconvenience or distress or any loss or cost incurred only indirectly as a result of the events that led to your claim.

5.4. Defects in existing works

Loss or damage due to or arising out of any defect in the design, specification, workmanship, materials or components of the drainage system which do not form part of the Building Works.

5.5. Maintenance and Use

Inadequate maintenance of Building Works or the imposition of any load greater than for which the Building Works were designed or the use of the Premises for any purpose other than that for which it was designed.

5.6. Personal Injury

Any costs, losses, expenses or damages or death, bodily injury, sickness, disease, illness, emotional distress or injury to mental health (including but not limited to psychiatric damage or shock) suffered by any person.

5.7. Prior knowledge

Anything which would constitute a valid claim under the DrainShield UK Warranty and about which the Customer was aware of prior to purchasing the Premises and as a consequence agreed a reduction in the purchase price for the Premises or other contractual remedy.

5.8. Property not covered

Loss or damage to paving, decking, gardens, driveways or any other associated works.

5.9. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

In no case shall the DrainShield UK Warranty cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 5.9.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 5.9.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 5.9.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 5.9.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- 5.9.5. any chemical, biological, bio-chemical, or electromagnetic weapon.

5.10. Reasonableness

In the event of a valid claim under the DrainShield UK Warranty the Contractor shall only be responsible for costs and expenses that a reasonable person would incur if spending their own money. Whenever possible if items can be found to match existing items at a reasonable cost the Contractor will endeavour to facilitate this. However the Contractor will have no liability and will not be responsible for any additional costs if a similar match is not possible at a reasonable cost.

5.11. Sonic Bangs

Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5.12. Special Perils

Loss or damage caused by or consequent upon fire, lightning, explosion, typhoon, hurricane, cyclone, volcanic eruption, earthquake, storm, tempest, flood, subterranean fire or other convulsion of nature, aircraft or other aerial devices or articles therefrom, escapes of water from tanks, apparatus or pipes, malicious persons, theft, attempted theft impact or any accidental cause.

5.13. Subsidence

Loss or damage caused by or consequent upon subsidence, heave or landslip unless such loss or damage is as a result of a defect in the design, workmanship, materials or components of the Building Works.

5.14. Toxic Mould

Loss, damage or bodily injury arising out of any pathogenic organisms regardless of any other cause or event that contributed concurrently or in any sequence to that liability. Pathogenic, organisms means any bacteria, yeasts, mildew, viruses, fungi, mould or their spores, mycotoxins or other metabolic products.

5.15. Trees

Loss or damage due to or arising from trees planted after the completion of the Building Works that cause damage to the Premises during the Warranty Period.

5.16. Vermin

Loss or damage caused by or consequent upon the actions of rodents, vermin or insect infestation.

5.17. War Risks

Notwithstanding anything to the contrary contained herein this DrainShield UK Warranty does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

5.18. Water Table

Loss or damage resulting solely from a change in the water table level. This exclusion shall not however apply to any seasonable change in the water table level.

5.19. Wear and Tear

5.19.1. wear and tear;

5.19.2. normal dampness, condensation or shrinkage;

5.19.3. normal deterioration whether caused by neglect or otherwise.

5.20. Wilful Acts

Any wilful neglect or criminal act of the Customer or any other party.

6. Conditions

6.1. Arbitration

If any difference shall arise as to the amount to be paid under the DrainShield UK Warranty (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions then in force. Any making of an award shall be a condition precedent to any right of action against the Contractor.

6.2. Contribution

If at any time of any occurrence giving rise to a claim under the DrainShield UK Warranty:

6.2.1. there is, or would but for the existence of the DrainShield UK Warranty be any other insurance applicable, or;

6.2.2. the Customer has entitlement to any statutory damages or compensation;

the DrainShield UK Warranty shall be limited to any amount in excess of such insurance, damages or compensation and shall not be called into contribution.

6.3. Fraud

If any claim under the DrainShield UK Warranty shall be in any respect fraudulent, or if any fraudulent means or devices are used by the Customer or anyone acting on its behalf, to obtain benefit under the DrainShield UK Warranty all benefit hereunder shall be forfeited.

6.4. Indexation

The Limit of Liability and Minimum Claim Value will be increased by 5% per annum compound on each anniversary of the commencement of the Warranty Period. For the purposes of settlement of any claim hereunder the Limit of Liability as adjusted in accordance with the foregoing provisions, shall be regarded as the Limit of Liability at the time of discovery by the Customer of such claim.

6.5. Contractor's Rights

In the event of any occurrence which may give rise to a claim under the DrainShield UK Warranty the Contractor and its agents shall, with the permission of the Contractor be entitled to enter the Premises in order to carry out rectification works or the complete or partial rebuilding of the Premises. If such permission is unreasonably withheld the Customer shall be responsible for any additional costs caused by the delay in carrying out such works.

6.6. Misrepresentation

The DrainShield UK Warranty will be void ab initio in the event of misrepresentation, misdescription, error, omission or non-disclosure by the Customer with intention to defraud.

6.7. Recoveries from third parties

The Contractor is entitled to and the Customer gives consent to the Contractor to control and settle any claim and to take proceedings at its own expense in the name of the customer to secure compensation from any third party in respect of any loss or damage covered by the DrainShield UK Warranty.

6.8. Third party rights

A person who is not a party to the DrainShield UK Warranty has no right under the Contracts (Rights of Third Parties) Act 1999 (“the Act”) to enforce any term of the DrainShield UK Warranty but this does not affect any right or remedy of a third party which exists or is available or apart from the Act.

For the purpose of this Condition any third party shall not be deemed to include the Contractor who is named in the Certificate of Warranty.

6.9. Reimbursement

If the Customer receives from any person any payments which has been refunded by the Contractor either in part or whole, the Customer shall reimburse the Contractor immediately in full for the amount of such payment

7. **CLAIMS PROCEDURE**

Notification of a claim during the Warranty Period

On discovery of any occurrence or circumstance that is likely to give rise to a claim under the DrainShield UK Warranty during the Warranty Period the Customer shall as soon as reasonably possible:-

Give written notice to the Contractor at the address set out below:-

Auger
Scotia House
Kelvinside
Wallasey
Wirral
CH44 7JY

- i) take all responsible steps to prevent further loss or damage;
- ii) submit in writing full details of the claim and supply all correspondence, reports, plans, certificates, specifications, quantities, information and assistance as may be required.

8. **COMPLAINTS AND NOTIFICATION**

As a Customer you should address any complaints about the DrainShield UK Warranty to the Contractor and in any event within 60 days of the discovery of any occurrence or circumstance giving rise to a claim. Failure to do so will disentitle you from the benefit of the DrainShield UK Warranty

In all cases the DrainShield UK Warranty number appearing in the Certificate of Warranty should be quoted.