



# Boiler Service

## Terms and Conditions

 These terms and conditions and the plan schedule form a 12 month contract between you and HomeServe.

Please read this document carefully along with any enclosed documents so you can make sure you know what services are provided under this plan. If you have any queries, please call HomeServe on the customer services number, as shown on your plan schedule. Certain words within this plan have a particular meaning. Each time we use these words they will have the same meaning wherever they are used in your plan. Please see the General Definitions for further details.

Important information concerning your plan has been highlighted using warning triangles. 

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### A. KEY QUESTIONS

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#### **How long is my plan for?**

Your plan will continue for the period of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel your plan, and these are set out below under the heading 'How can I cancel my plan?'. Our cancellation rights are also set out below under the headings 'How can HomeServe cancel my plan?' and 'What if I miss a payment?'.

#### **How can I cancel my plan?**

If you wish to cancel your plan; you (as the named plan holder) or an authorised representative, must contact us by calling the telephone number provided with your plan and renewal documents or writing to us at our Freepost Address.

You may cancel your plan at any time. Depending whether you have received the service(s) provided under this plan, any refund of the service fee paid to you or owed by you may be calculated as follows:

- We will refund any amount of the service fee you have paid as long as no work has been performed under this agreement.
- If work has been performed under this agreement, you will waive any statutory right to cancel the plan and you will not receive a refund and must pay any remaining outstanding balance due under the agreement.
- If we have been unable to contact you to arrange an appointment. We will make three attempts to contact you to make an appointment after which you there will be no refund. However you can still contact us to arrange for the appointment within the remaining period of your plan.

#### **How can HomeServe cancel my plan?**

HomeServe reserves the right to cancel your Gas Boiler Service Plan prior to the service being carried out, by giving you at least 7 days' notice at your last known address. In these circumstances HomeServe will refund the amount of the service fee paid in full.

#### **What if I miss a payment?**

If you fail to make a payment of the service fee on the due date, your plan may be suspended and you will not be entitled to any services offered under this plan until you have made the payment due. HomeServe will notify you in writing within 5 working days of the date on which this payment was due. If you do not pay the requested amount within 30 days of the due date, your plan will be cancelled. You will remain liable for any due and outstanding payment for the period up to the date of cancellation.

#### **What if I change address?**

You are responsible for informing HomeServe of a change of your address so that your plan can be transferred to your new address. Please telephone us using the number provided with your plan and renewal documents or write to the Freepost Address, to advise us of your new address. We will check with you whether your plan is appropriate for your new property before it is transferred.

#### **How do I renew?**

HomeServe will contact you in writing before your plan expires to arrange the renewal of your plan. At the same time we will review your service fee and advise you of the amount for the following year. We reserve the right to adjust your service fee to reflect any changes in the rate of tax applicable to it. HomeServe reserves the right to refuse to offer you any individual plan in the following year and we will inform you before your plan expires if we choose to do so. If you do not wish to renew your plan please give us a call using the number provided with your plan and renewal documents, before the plan renewal date.

#### **How can I complain?**

Only the named plan holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at Freepost, RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the number provided with your plan and renewal documents. Every effort will be made to resolve your complaint to your satisfaction.

## B. PLAN COVERAGE

### BOILER SERVICE

If you think you have a gas leak (i.e. it is an emergency), you **MUST** immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

Your plan includes provision for a Boiler Service by HomeServe. The Boiler Service will be completed in accordance with the current Gas Safety (Installation and Use) Regulations and the manufacturer's instructions for your boiler. Please make sure that you have the manufacturer's instructions available for the engineer when he/she attends.

#### What is Included?

- ✓ A full inspection of the entire chimney structure (more commonly known as the flue).
- ✓ Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger
- ✓ Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes
- ✓ Checking the integrity of all seals and gaskets
- ✓ Ensure that any condensate traps and drains are free from debris (this does not include sludge/scale/rust within the system)
- ✓ Testing the boiler in accordance with the manufacturer's instructions to ensure:
  - The heat and/or operating pressure are correct
  - The effectiveness of the flue
  - That all ventilation requirements are to current standards
  - The correct operation of all safety devices and that the boiler is safe for continuous use

- ✓ A final combustion analysis and measurement against tolerances set by the manufacturer's instructions
- ✓ A test of all disturbed gas connections
- ✓ Carry out functional testing of heating and hot water
- ✓ A visual inspection of any other encountered gas appliances
- ✓ Written notification of any gas safety defects which may affect the safe operation of your appliances
- ✓ An assessment of your current heating controls and best practice advice regarding energy efficiency
- ✓ The servicing of a system filter (providing you have the servicing spanner available during the engineer visit). We will however not repair or replace a system filter.

#### What isn't Covered? (see also the General Exclusions)

- a) Any maintenance or remedial work that is not part of the boiler service
- b) A test of the gas installation pipe work, unless there is a known or suspected escape of gas

If during your Gas Boiler Service we identify a fault, or if maintenance work is identified, we will advise you.

Where safety defects are identified, we will follow the current Gas Industry Unsafe Situation Procedure. This may mean that the boiler cannot be used until the issues are rectified.

#### When will my Gas Boiler Service happen?

If you are a new Customer, your first Gas Boiler Service may take place after 6 months of your plan start date. Boiler services are normally undertaken between April and September.

When your Gas Boiler Service is due, we will make up to 3 attempts to contact you to arrange the service. If we are unable to make contact with you and therefore cannot complete your Gas Boiler Service, you will not be eligible for a refund. You can however contact us to arrange the service within the remaining period of your plan.

## C. IMPORTANT INFORMATION

### General Definitions

Certain words within these terms and conditions have a particular meaning, as shown below. Each time we use these words they will have the same meaning wherever they are used in your plan:

**Boiler:** The central heating boiler, fired by natural gas, supplied from the mains gas supply that we agree to service for you.

**Cancellation period:** The number of days (including your statutory 14 days "cooling off" period), after your plan start date, during which you can cancel your plan. This is shown on your plan schedule.

**Customer Services number:** The telephone number to call when you have any questions about your plan. The number is shown on your plan schedule.

**Engineer(s):** The person(s) employed and/or authorised by HomeServe to deal with your boiler and who is a Gas Safe registered engineer.

**Freepost Address:** Freepost RLYC-LXAL-GEEH, Customer Admin Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

**HomeServe :** HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN. Registered in England No. 2770612. HomeServe is a trading name of HomeServe Membership Limited.

**Plan:** These terms and conditions and the most recent plan schedule.

**Plan schedule:** The document containing important details about your plan, which should be read in conjunction with these terms and conditions.

**Plan start date:** The date this plan starts on, as set out in your plan schedule.

**Service Fee:** The total amount you pay HomeServe for your plan, consisting of a sum for service related charges (which will include VAT), as set out in your Plan Schedule.

**We/us/our:** HomeServe (on behalf of the Underwriter, in the arrangement and administration of your plan), its authorised agents and engineers, unless otherwise stated.

**You/your:** The person(s) who has the benefit of this plan.

### General Exclusions

The following are also excluded and HomeServe will not be liable for any of the following:

- a) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall;
- b) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this plan, which does not comply with British Standards;
- c) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;

## **General Conditions**

### **Parking restrictions**

When arranging your Gas Boiler Service, you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to your property. Where no parking is available, this may affect our ability to complete your service.

### **Creating access**

If direct access is not available to the boiler, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. This plan does not provide you with any services for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your service until you have arranged for access to be made.

### **Eligibility**

Upon application you must confirm you are responsible for paying for repairs to the property. It must be your private residence or you rent it out (with you being the Landlord).

The property must not be a mobile or park home or a dedicated full time business premises such as: a hotel, multiple room B&B, factory, shop, office building or pub.

This contract only applies to properties located within the United Kingdom comprising England, Wales, Scotland and Northern Ireland (excluding Isle of Man and the Channel Islands).

The boiler(s) at your property must have a total power input of less than 70 KW and gas supply pipes must be 35mm or less in diameter. The boiler(s) must be fuelled by natural gas (and not LPG, oil or solid fuel). The property must not be heated by one of the following:

- a) a dual purpose boiler e.g. Aga, Rayburn
- b) a warm air heating system
- c) an Elson tank
- d) ground/air source system
- e) solar/thermal power
- f) combined heat and power system
- g) electric boiler
- h) boilers/systems that heat swimming pools

### **The law that applies to this plan**

1. This agreement is governed by the laws of England and Wales, except where the property is located in Scotland, in which case the laws of Scotland will apply. All correspondence will be in English.
2. This plan represents the entire agreement of the parties in relation to this plan.

### **Your contract**

The service plan is provided for you by HomeServe. If you need to contact HomeServe regarding your plan, please phone the customer services number or write to the Freepost address.

1. HomeServe will agree service standards for the delivery of service provided by the plan.
2. HomeServe will collect the payment in accordance with your instructions.
3. HomeServe will only amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your plan, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can my plan be cancelled?'
4. HomeServe will write to you, if in the future it transfers in full or in part the arranging and administration of your plan to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. You hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let HomeServe know by calling the customer services number.

**This information can be supplied in large print, braille or audio on request.**