

Annual Gas Boiler Service Plan

Terms and Conditions - effective from 04/05/2016



You have entered into an agreement with HomeServe for an Annual Gas Boiler Service Plan.

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 section for further details.

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

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A. KEY QUESTIONS

How long is my plan for?

Your plan will continue for the period specified on your plan schedule. You have certain rights to cancel your plan, and these are set out below. Our cancellation rights are also set out below and in the General Conditions section.

How can my plan be cancelled?

You can cancel at any time. Please inform us by letter or telephone, clearly stating your decision to cancel. If you would prefer, you may use the cancellation form which can be found online at www.homeserve.com/cancellationletter. Our contact details can be found in your plan documents within the Important Information section. The cancellation period for your plan is shown on your plan schedule and includes the statutory 14 day cancellation period which commences on the start date of your plan.

Please note, only the named plan holder(s) or an authorised representative of the named plan holder(s) should call or write to cancel the plan.

1. If you cancel your plan within the cancellation period we will refund any amount of the service fee you have paid as long as no work has been performed under this agreement. If you request that your Annual Gas Boiler Service is completed before the end of the cancellation period, you will waive your statutory right to cancel the plan and you will be liable to pay the service fee.
2. After the cancellation period you may cancel your plan, but the amount you will be refunded (if any) depends on the following:
 - You will not receive a refund of payments of the service fee that you have already made if you cancel after your Annual Gas Boiler Service has been completed. For the avoidance of doubt, if you pay quarterly you are still liable for the remaining payments of the service fee.
 - If you cancel outside of your cancellation period and the annual gas boiler service has not been completed, you will not be liable to pay the service fee but you will be charged an administration fee of £15. If the amount of the service fee you have already paid is more than the administration fee, HomeServe will refund you the amount of the service fee paid less the administration fee. If you request that your annual gas boiler service is completed before the end of the cancellation period, you will waive your statutory right to cancel the plan and you will be liable to pay the service fee.
3. HomeServe reserves the right to cancel your Annual 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 an annual gas boiler service 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 move home?

You are responsible for informing HomeServe of a change of your address so that your plan can be transferred to your new property. Please phone us on the customer services number or write to HomeServe at the Freepost address, to advise us of your new address. We will check with you whether your boiler in your new property is acceptable before it is transferred, based on whether the boiler at your new property (see the definition of boiler) and the property is eligible (see the property eligibility section below). If it is not acceptable you may cancel your plan as set out under the heading 'How can my plan be cancelled?' in this section.

What happens next year?

HomeServe will contact you in writing before your plan expires to offer you the opportunity to arrange a plan for the following year. 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.

How can I complain?

Only the named plan holder(s) or a representative authorised by the named plan holder should call or write to make a formal complaint. If you have a complaint, please phone or write to HomeServe in the first instance using the customer services number or Freepost address. Every effort will be made to resolve your complaint to your satisfaction.

B. PLAN COVERAGE



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⚠ Please note, any gas leaks MUST in the first instance be reported to the National Gas Emergency Service on 0800 111 999.

The Annual Gas Boiler Service will be completed in accordance with the current Gas Safety (Installation & 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
- ✓ 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
- ✓ Testing the appliance in accordance with manufacturer's instruction to ensure:
 - The heat input 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 defect which may affect the safe operation of your appliances
- ✓ An assessment of your current heating controls and best practice advice regarding energy efficiency

⚠ What isn't Included? (see also the General Exclusions)

- a) any maintenance or remedial work;
- b) a test of the gas installation pipework, unless there is a known or suspected escape of gas.

If during your Annual 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 Annual Gas Boiler Service happen?

If you are a new Customer, your first Annual Service will usually take place within 90 days of you taking out the plan. Thereafter, we usually complete services between April and September.

When your Annual 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 Annual 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, 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.

Freeport address: Freeport 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, 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

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.

Property eligibility

This plan is for homeowners only. Retail, commercial and other premises used for business are not eligible for this plan, and council and housing association tenants will not need this service. The property must be your permanent home and owned and solely occupied by you and your family as a private residence with no business use. Mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered.

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 with HomeServe

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.

How we use your data

Any information that you provide under this plan will be held and used to provide your plan by HomeServe (the 'data controller' for the purposes of the Data Protection Act 1998).

HomeServe is a member of the HomeServe Plc group of companies. The HomeServe group of companies and its selected partners may use your data for the purposes of training, testing, quality control, research and statistical analysis. The HomeServe group of companies may also use your data to keep you informed by post or telephone of any products or services which they consider may be of interest to you. If you do not want to receive such information please write to HomeServe at the Freepost address marking the communication 'For the attention of the Data Protection Officer, Customer Relations Department.'

To help keep your information accurate and up to date we may use information from selected third parties. Upon payment of a small administration fee you have the right (subject to certain limited exceptions) to access and, if necessary, rectify information held about you. If you do wish to make such an inspection please write to HomeServe at the Freepost address marking any correspondence 'For the attention of the Data Protection Officer, Customer Relations Department.' For further information on how we use your information, please see our Privacy plan at www.homeserve.com.

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