



# Terms & Conditions (FOR CUSTOMERS TO KEEP)

Please read the Terms and Conditions fully before you enter a contract with Gas Service Ltd.

## Gas Service Care

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 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 the householders who want protection in the event of a breakdown of their central heating system and/or their boiler controls. This cover should complement your household insurance policies, and provide benefits and services which may 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 01630 620222.

## 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 completion of the application form provided.

**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 does not include any non-domestic heating or hot water systems or any forms of solar heating.

**Geographical Limits:** We only cover properties in the areas clearly listed on our website, unless otherwise agreed. If the property is more than 10 miles from the registered office address, we have 72 hours to arrive at the contracted property to undertake the work.

**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, lawns, outbuildings, borders and driveways.

**Covered Person (s) or You/Your:** The person named on the cover schedule, together with 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:** Gas Service Care Cover administer the cover and manage all the claims.

**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.

**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 due to breakdowns to carry out work on parts of your system covered see Your Cover Schedule.
- Priority service every day of the year which Gas Service Ltd operate. You will be prioritised over persons who do not have any contract with Gas Service Care.
- Getting to your systems (applies to Diamond Plan only).
- Advice about your system from our Gas Safe Registered engineers during any necessary repair visit.

## There are two levels of cover:

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

### 1. Platinum Plan

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

- 1 boiler breakdown call-out per year.
- One Annual Boiler Service per each year of your cover.
- 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 because, for example, spare parts are not available from our list of approved suppliers, 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 Gas Service Care customer, you are entitled to a discount on the combined cost of a Gas Service Care cover boiler and installation. The Boiler will NOT be replaced during the first six months of the cover start date.

There is no age limit on your boiler and it does not matter who installed it, as long as all the essential workings parts are available.

### 2. Diamond Plan

This includes the same as the Platinum Plan cover with the addition of the following:

- Unlimited call-outs to boiler breakdowns.
- Call-outs to central heating system faults.
- Replacement parts for your gas central heating system.
- Parts and labour if your gas central heating system needs repair to include, hot water cylinders, working parts and thermostatic radiator valves.
- System pipework.
- Radiator cover.
- Heating controls cover.

## What is not covered on both levels of cover:

- Topping up the pressure of your boiler
- Replacing parts on your boiler if our engineer deems it beyond economical repair
- Removing sludge or hard-water scale from the boiler or system (see 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
- Boiler mate or similar external products

## 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 Gas Service Care cover 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 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 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 costs 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 work radiators with improved models (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 or changing batteries (for example thermostats and programmes following changes due to winter or summer).
10. Repairing faults or clearing psychical 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, 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. Power Flushing or similar cleaning procedure is required 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.
19. We reserve the right not to offer you a renewal on your policy.
20. The need for replacement or repair caused by anyone other than the trades person authorised by us.
21. The need for replacement or repair before you asked us to provide cover, at the official cover start date.
22. Tracing gas leaks which is the responsibility of the National Gas Emergency Service.

## Requesting Assistance

(How to Claim) First check the circumstances are covered. Having done this, telephone Gas Service Care stating your name and address of the property that is covered on 01785 291182 or 01630 620222. Our engineers will only attend where an adult of over 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:

The 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 NI) 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 UK 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 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. An initial site visit will be necessary.

## Payments

Following your first payment payments for your cover will fall monthly. All of our charges are inclusive of relevant taxes at the prevailing rate. We will charge you £10 for any failed direct debit payments and take a double payment on the next collection date, or you can pay annually at the start of your cover.

## Annual Service

Gas Service Care 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 fulfil 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

A Gas Service Ltd 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 wall 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 of our control.

## Guarantees

Any guarantees do not affect your legal rights under the Sales 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

Gas Service Care lets you choose the time that suits you from AM (8am-12noon), PM (1pm-4pm), Monday to Friday. During busy periods, Gas Service Care reserves the right to offer times outside of the specified hours. Gas Service Care will endeavour to be on site within the agreed time slot, however during busy periods waiting times may vary.

## 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 systems need clearing 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.

## 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 Office Manager, Gas Service Ltd, Unit 15a, Whitebridge House, Whitebridge Lane, Stone, Staffordshire, ST15 8LQ.
2. Alternatively, telephone us on 01785 291182 or 01630 620222 or you can email us at [gasservicecare@outlook.com](mailto:gasservicecare@outlook.com).

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 direct debit payments. Where you have made a claim, we may charge an amount to cover the cost of the services provided up to £200.

### 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 agree payment
- If 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 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 no include the parts causing the problem or does not include the cost of repairs to your system 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

The 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.