

Annual Boiler Service Terms & Conditions

You have chosen to include an annual **boiler service** with **your** home emergency and breakdown cover. The **boiler service** is a separate agreement but can be purchased alongside any of **our** insurance packages. This document outlines the terms of **our boiler service** agreement. **You** should read it carefully and keep it in a safe place for future reference.

Should **you** have any queries regarding **your** annual **boiler service** or any other services offered by Home Emergency Assist please contact **our** customer service department using the details provided in **your** insurance policy booklet.

HOW TO ARRANGE YOUR SERVICE

Arranging the **boiler service** is straight forward and can be done in 2 simple steps:

Step 1 – Register **your boiler** details with **us**.

You can do this over the phone or by filling out the **boiler service** Registration Form enclosed within **your** policy documents.

Having correct information about **your boiler** is important so that **we** can send the right person with the right tools to complete **your boiler service**. Please note if **you** have not registered **your boiler** details with **us**, **we** may not be able to carry out the **boiler service** and **you** will not be eligible for a refund, however, **you** can contact **us** with **your boiler** registration details to arrange **your boiler service**.

Step 2 – **Our boiler service** network will contact **you** to arrange an appointment.

We aim to complete **our boiler** servicing between April and September.

We will attempt to contact **you** up to three times to arrange **your boiler service**.

If **we** are unable to make contact with **you** and therefore cannot complete **your boiler service**, **you** will not be eligible for a refund, however **you** can contact **us** to arrange **your boiler service**.

If **you** are unable to keep the arranged appointment **you** must notify **us** at least 48 hours in advance. Rearranging **your** appointment within 48 hours of the scheduled appointment and missed appointments will incur a 'missed appointment fee' of £50.



DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

BOILER

Means the central heating **boiler** contained within and supplying **your** home that is powered by either natural gas, oil or LPG from the appliance isolating valve, including all manufacturers fitted components within the **boiler** together with the pump, motorised valves, thermostat, time, temperature and pressure controls. **We** will not cover any **boiler** that has an output in excess of 70kW/hr.

BOILER SERVICE

Means the annual visit of **our engineer** to carry out checks and tests on **your boiler** and other gas appliances where applicable (if **you** have selected a **Gas Safety Check**), in line with manufacturers recommendations and to relevant industry standards, including but not limited to; Gas Safe and OFTEC.

ENGINEER/S

Means individuals authorised by **us** to carry out **your boiler service** who are registered with the relevant trade association such as Gas Safe and OFTEC.

PLAN

Means the agreement between **you** and **us** to **service your boiler** subject to these terms and conditions.

PLAN SCHEDULE

Means the document sent to **you** confirming the commencement date of **your** insurance cover, **your** details, and the home which is the subject of cover.

WE/US/OUR

Means Home Emergency Assist, its

authorised agents and **engineers**, unless otherwise stated.

YOU/YOUR

Means the person that has the benefit of this **plan**. **Your** annual **boiler service plan** will continue each year whilst insurance cover is in force, until it is cancelled by either **you** or **us**. Details of how to cancel are set out below. Please note that if **you** cancel **your** insurance policy with **us** this annual **boiler service plan** will also be cancelled.

GAS SAFETY CHECK / GSC

Means the additional gas appliances, which are checked and tested to ensure safe operation. Safety certificates can be provided if required. The safety check does not include servicing of the additional appliances and is a visual inspection.

WHAT IS INCLUDED IN THE ANNUAL BOILER SERVICE

Our boiler service check consists of;

- Flues and terminals check;
- All safety devices check;
- Gas pressure and heat input verification;
- Operating pressure reset;
- Combustion fan check;
- Heat exchangers check;
- Gas and water seals check;
- Burners check / clean;
- Ignition system check;
- Combustion performance test (where possible);
- Controls check;
- Ventilation check;
- Heating controls / energy efficiency advice.

All **boilers** are serviced in line with manufacturer's instructions and therefore service procedures may vary depending on the particular appliance.

If maintenance work or faults are identified

we will advise **you** of any remedial action required. If the remedial work affects other insurance products administered by **us**, **we** will notify the appropriate parties and this may affect **your** ability to claim. It is **your** responsibility to ensure any remedial work is completed and to provide any evidence **we** require that the work has been completed.

Where safety issues are identified, **our engineer** will follow The Gas Industry Safe Situations Procedure which may mean the **boiler** cannot be used until the issues have been rectified.

CANCELLATION

If **you** wish to cancel **your** annual **boiler service/GSC**, **you** can do so by contacting the Customer Service Department using the details contained within **your** insurance policy book. If cancelled within 14 days of receipt of this agreement and **you** have not received a **boiler service/GSC**, the agreement will be cancelled and **you** will receive a full refund. No refunds will be made where a **boiler service/GSC** has been provided during this time.

If **you** decide to cancel after the first 14 days of this agreement **you** will not receive a refund, **you** will also be required to pay the total outstanding balance for the annual **service** if **you** pay by instalments where a **service** has been provided.

PAYING FOR THE ANNUAL SERVICE

The cost of the annual **boiler service** is £72 each per year. The cost of the annual **boiler service** and **gas safety check** is £108 per year. The price on **your plan schedule** is already inclusive of the relevant cost and is spread equally across **your** payment instalments.

WHAT HAPPENS IF YOU MISS A PAYMENT

If **you** fail to make a payment **we** will notify **you** in writing within 5 working days and any scheduled **boiler service** appointment may be cancelled. If **you** do not pay the

requested amount within 30 days of the due date this agreement will be cancelled and **you** will remain liable for any outstanding balance.

WHAT IS NOT INCLUDED IN THE ANNUAL BOILER SERVICE

Home Emergency Assist will not be liable for any costs relating to maintenance or remedial work required on **your** system. Any repair work required to bring **your boiler** up to current standards is not included. This agreement does not cover the cost of any repair work required.

GENERAL EXCLUSIONS

Home Emergency Assist cannot carry out a **boiler service** on:

Boilers which are inoperable or known to be faulty when the **engineer** attends;

Equipment that has not been installed or maintained in line with manufacturer's recommendations or according to British Standards;

Equipment which is subject to manufacturer's recall;

Systems which are not accessible;

Additional **boilers** unless these are specifically included within **our** agreement.

GENERAL CONDITIONS DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing services, if any, which may necessitate providing such information to third parties.

We may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

APPLICABLE LAW

Unless some other law is agreed in writing, this **plan** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

LIMITATION OF LIABILITY

We will not be liable to **you** for any loss, damage, costs or expenses that are not a reasonably foreseeable consequence of a breach by **us** of these conditions, or that are not caused by any breach of these conditions by **us**; and for business losses, or losses to non-consumers.

EVENTS BEYOND OUR REASONABLE CONTROL

If **we** are unable to perform any of **our** obligations under this **plan** as a result of any event or circumstance beyond **our** reasonable control including (without limitation), for example, flood, fire, strikes, lockouts, acts of Government, terrorism and non-availability of parts or other items from **our** suppliers, such failure shall not be regarded as a breach of **our** obligations and **we** shall be entitled to suspend performance of those obligations and/or this **plan** until such time as **we** are able to perform the obligations. **We** shall use all reasonable efforts to recommence performance of any obligation affected by any such circumstances as soon as reasonably practicable.

COMPLAINTS

We aim to provide **you** with a first class service at all times, however **we** realise that things can sometimes go wrong and there may be occasions when **you** feel that **you** have not received the service **you** expected. When this happens **we** want to hear about this so **we** can put things right.

Only the named **plan** holder should call or write to make a formal complaint. Please contact **us** using the details below:

Customer Complaints Manager, Dept:
NIS, Holland House, 20 Oxford Road,
Bournemouth, Dorset, BH8 8EZ.

Please note this **plan** is not a financial Service and therefore complaints regarding a **boiler** Service do not fall within the remit of the Financial Ombudsman Service.



HEA/BTC/0918/V3.0

USEFUL CONTACT NUMBERS

Customer Service

0333 00 34 999

FOR DETAILS ABOUT OUR OPENING
HOURS, PLEASE CHECK ONLINE

National Gas Emergency Service:

0800 111 999