

You have chosen to purchase a **boiler service**. 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 boiler service** or any other services offered by Home Emergency Assist, please contact **our** customer services department on 0330 094 8301 or at customerservice@homeemergencyassist.com.

How to arrange your service

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

Step 1:

Once **you** have purchased a plan, **you** will be contacted by telephone and email within 2 working days of purchase. Appointments will be available 2-4 weeks from the date **you** purchase **your boiler service**.

Step 2:

We will attempt to contact **you** a minimum of 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 £99.

If upon attendance, the **boiler** is inaccessible, inoperable or displaying a fault, **we** will be unable to complete **your boiler service** but **you** will still be charged. Subsequent visits to service the **boiler** will be charged at the normal rate. **You** are required to notify **us** of any issues which will prevent the **boiler service** from being carried out as soon as possible and not less than 48 hours before **your** appointment so that it can be rescheduled.

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.
- Warm air units or ground/air source heat pumps
- **Boilers** that are powered by oil.

What is included in the boiler service

Our gas/LPG **boiler service** check consists of:

- Flues and terminal check;
- All safety devices check;
- Gas pressure and 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 accordance with Gas Safe regulations and procedures may vary depending on the particular appliance.

If maintenance work or faults are identified **we** will advise **you** of any **repairs** required. **You** will be responsible for any maintenance work or faults identified as part of the service.

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.

What is not included in the boiler service

Home Emergency Assist will not be liable for any costs relating to maintenance or **repairs** 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.

Where there are any **repairs** identified, the **service provider** may offer to provide a quote for these works. Any such quote is a private matter between you and the **service provider** and is not the responsibility of Home Emergency Assist.

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 practical.

Privacy notice

We know how important it is for you to understand how **we** use **your** data. **Our** Privacy Policy sets out how and why **we** collect, store, process and share **your** personal data. **We** will always be transparent with **you** about what **we** do with **your** personal data. **Our** Privacy Policy can be viewed online at <https://www.homeemergencyassist.com/privacy-policy>. If **you** have any questions **you** can contact **us** using the details below.

Service Guarantee

All services have a 7 day guarantee period from the date of the service completion.

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, cost or expenses that are not a reasonably foreseeable consequence of a breach by **us** of these conditions by **us**; and for business losses, or losses to non-consumers.

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, Ground Floor, 4c New Fields Business Park, Stinsford Road, Poole, BH17 0NF.

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.

Cancellations

If **you** wish to cancel your **boiler service**, **you** can do so by contacting the customer service department on 0330 094 8301 or at customerservice@homeemergencyassist.com. If cancelled within 14 days of receipt of this agreement and **you** have not received a **boiler service**, the agreement will be cancelled and **you** will receive a full refund. No refunds will be made where a **boiler service** 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 **service** if **you** pay by instalments where a **service** has been provided.

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 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 visit of **our engineer** to carry out checks and tests on **your boiler**.

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.

REPAIR

Any work that needs attention and is identified by a **boiler service** that doesn't directly relate to that service.

SERVICE PROVIDER

The partner who will complete your service on behalf of Home Emergency Assist.

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**.