

## Terms and Conditions

### Professional Home Assistance Cover 1.3

#### **Gas Boiler and Controls Cover including radiators and domestic plumbing.**

##### **1. What is this Service Cover?**

The Professional Home Assistance Cover 1.3 is a service that Professional Gas Care Limited can offer to their customers, which is an insurance cover for your (wet) gas central heating boiler, central heating pipe work, tanks and associated controls that maintain the correct and safe working of your central heating system. Also included in this cover is domestic plumbing.

This service offers you complete peace of mind that if any problems arise on your system, which are covered in your terms and conditions (which are explained in full throughout this document), then Professional Gas Care Limited will provide you with a highly qualified engineer to rectify the problem you have.

##### **2. What is included in the Professional Home Assistance Cover?**

- Service cover will include unlimited call outs on a 24-hr response basis, 365 days of the year.
- All labour will be undertaken by a highly qualified engineer, and labour charges are included within the cover payments
- Cover will include all spare parts that may be required, however, if a part is not available on the day of call out, Professional Gas Care Ltd will request courier delivery to ensure the parts are received as soon as possible – both the return visit and courier service will be included within the cover payments
- Also included in this service is a yearly inspection check of your covered appliance, which will be carried out during the summer months.

##### **3. Central Heating radiators and tanks**

- Radiator, valves and pipe work leading to the radiators is covered in your Professional Home Assistance Cover 1.3 - these will be repaired or replaced if necessary. This includes radiators up to a maximum size of 1800mm width x 600mm high.
- Steel convector radiators only are covered, any other type, such as low surface temperature radiators, decorative radiators and all other types are excluded from the cover.
- Lock shield radiator valves and thermostatic radiator valves are covered in his contract up too a size of 22mm, the makes and models of the valves used by Professional Gas Care Limited may vary and may be branded by Professional Gas Care Limited.
- Cold water storage tanks and feed and expansion tanks including the internal workings are also covered in this contract. The byelaw 30 kits are also included.
- All pipe work feeding the heating circuit from the boiler to the radiators is also covered and will be repaired or replaced were required.

##### **4. Domestic Internal Plumbing (excluding drainage)**

- Standard toilet siphons and side/bottom entry inlet valves are included.
- Standard washing machine and dishwasher flexible pipes are included providing they have been installed to the manufactures instructions.
- Standard ball valves for the cold-water storage tank and other plumbing tanks are included.
- When repairs are needed we will also install an isolation valve if already not installed, as this is a good practice within the plumbing system.
- Garden stop taps are included.

- Bath basin and also sink traps only, are covered in this agreement.
- Domestic plumbing pipe work is included up to a maximum size of 22mm diameter.
- Mains cold-water stop tap and sure stop water controls are not included in this contract.
- Tap washers are also not included in this contract.

## **5. Boiler Repairs**

All parts – mechanical and electrical, within the central heating boiler and external controls that the central heating system requires for correct and safe operation. Controls covered within this service are as follows:

- Room thermostat – excluding wireless, except if provisions have been made in your contract
- Cylinder thermostat (hard wired only)
- Diverter valves – e.g. 3 port and 2 port up to the size of 28mm diameter
- Frost thermostat
- Mechanical and digital programmers – excluding wireless, except if provisions have been made in your contract
- Thermostatic radiator valves
- 10 pin wiring centre
- Remote cylinder stat
- Automatic bypass valve
- All other components are excluded from this cover

## **6. Spare Parts**

All spare parts are included in the maintenance cover, which will be obtained by Professional Gas Care Limited from a central parts centre, and we will do our best to replace the desired part within 1-2 days. However, if the boiler spare parts are difficult to obtain, we may have to carriage these parts from manufacturers or use an alternative approved part, or maybe even a reconditioned part by the manufacturer.

Please note that we have no control over time frames for parts becoming available, however, we will do our utmost to ensure it is with us within the shortest possible time.

## **7. Initial Safety Inspection**

If you choose the Professional Home Assistance Cover, 1.1, 1.2 or 1.3, we will inspect your system or appliance (or both) to ensure that they are safe and in fully working order.

The engineer attending your premises will complete an initial safety inspection report, which will clearly outline what systems have been assessed and any recommendations made.

We would aim to undertake this inspection within 28 days of the contract being signed, but this would be dependant upon workload pressures and your availability to present at your property.

Following the first initial safety inspection a number of options will become available to you:

- A full copy of the safety report will be handed to you outlining any work that may be required, and all associated costs, including labour – this work will be discussed in detail with you to ensure full understanding
- The contract will again be discussed in detail with you clearly outlining what the plan covers and what is not included in the charges, and you will be given the option of withdrawing from the agreement.
- A date organized for an engineer to re-visit your property to undertake any work highlighted in the initial safety inspection

## **8. Safety and Maintenance Inspection**

We will normally carry out a gas safety and maintenance inspection of your appliance covered in our service plan; these are carried out in the summer month's dependant upon workload and appointment preferences.

A member of our administration team will contact you in writing to remind you when your check is due, and requesting that you telephone the office in order to arrange a suitable date and time.

Please note that it is your responsibility to be available to let our engineers into your property to undertake the gas safety and maintenance check.

We will try on a maximum of 3 occasions to gain access to your property, if after the third attempt we have still not gained access to your property, then you will either be charged for the fourth visit, or your contract will be terminated with no refund.

## **9. Contract Agreement**

Once you have signed and accepted the Professional Home Assistance Cover 1.1, 1.2 or 1.3, your agreement will continue until you contact us asking for this to be terminated.

Any changes that may come into force as part of this plan due to changes to gas regulations or equivalent, these will be communicated to you at our earliest opportunity.

You may cancel your agreement within 7 days of signing the initial contract agreement and a full refund will be given – provided no work or inspection has been undertaken. For cancellation at any other time, we will require 28 days notice for termination of the contract, and will request this in writing from you. (Please see payment plans below)

Please note that Professional Gas Care Ltd also has the right to terminate the contract at any point. Cancellation could occur due to a number of reasons including the following:

- False information has been given by the customer on signing of the contract agreement
- Agreed payment is not made on the given date and refused on payment check
- Should a significant fault be found on initial inspection of your appliance relating to the service cover agreement
- If we are not able to locate parts required in order to keep your appliance working completely safely
- Should significant circumstances arise which would make it inappropriate for Professional Gas Care Ltd to continue with your contract; this would include health and safety risks within your property which would put our engineers at risk of injury; injury or other occur to engineers which prevent us from attending to provide the agreed service.

Should cancellation become necessary, a full explanation will be provided in writing, giving you 28 days notice.

## **10. Payment Plans**

There are a number of different ways for you to pay into the system and these will include:

- Monthly standing order.
- Annual debit/credit card payments.

Payment plans will be discussed in detail with you on initial review of the contract agreement, and the payment plan most suited to you would be agreed and signed for.

- Annual debit or credit card payments will be taken at the time of signing up to the agreement, and then the first working day of the sign up month each year thereafter.
- Standing order forms will be completed at the time of signing the agreement, and responsibility for ensuring payment is made on time, will be between yourself as the customer and your bank.

Should you wish to cancel your agreement and have paid the annual fee, a minimum of 30% of the overall annual fee will be maintained to cover any work or inspections undertaken, and the remainder of your payment will be refunded.

Should monthly payments be made, a minimum 3-months charge will be due plus an additional £6 cancellation charge (this will equal 30% of the annual charge)?

## 11. Data Protection - Personal Information

All information that you provide or we hold about you, will be held confidentially, and may be used by us or our agents to:

- Identify you when you contact our administration team
  - Enable us to identify accounts, services and products which you could have from Professional Gas Care Ltd
  - Enable us to efficiently contact you about any improved developments within the agreed contract, service provision, and accounts, which we have provided and managed for you, or may be able to provide in the future
  - For us to undertake any appropriate marketing analysis and any necessary customer profiling, and create any statistical and testing information as and when required
  - To help prevent and detect fraud or loss
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- Should we need to contact you via email, telephone, in writing, in person or any other means of communication in order to discuss any service developments or new products available.
  - Please note that we will only contact you regarding new products and services if you have provided consent on signing the initial contract agreement.

We may pass your details to another person or organization for one of the following reasons:

- If another person/organization is able to provide additional services you may have asked for
- As part of the process for selling one or more of our businesses
- Should we be asked to provide information for legal or regulatory purposes

We may check your details with one or more licensed credit reference and fraud prevention agencies. They and we may keep a record of this search and the payment details from your account, and share it with other organizations. If a person provides false or inaccurate information and we suspect fraud, this will also be recorded. We may use this information, and other organizations may search these records to:

- Help make decisions about credit and other credit related services provided by Professional Gas Care Ltd
- To provide a credit reference check for other companies in order to assist with applications for motor, household, credit and life insurance
- In order to assist with tracing and recovering debts, fraud prevention and to provide assistance with managing your accounts
- To confirm your identity if appropriate and sufficient proof of identity not provided on initial contract request
- Credit checks will be undertaken by us using Experian

## 12. Third Party Rights

On signing your contract agreement, no details will be discussed with a third party unless specifically requested by you as the main customer, on completion and signing of the contract agreement

Should you wish a third party to be able to respond to queries on your behalf, or contact Professional Gas Care Ltd on your behalf, then this must be requested on completion of the contract agreement, and a full name, address and signature will be required on the contract agreement documentation.

Please note the following:

- Financial queries will only be undertaken with the main contract holder – there will be no exceptions to this
- Should the main contract holder become deceased, Professional Gas Care Ltd will only discuss the contract agreement with the next of kin – this must also be provided on completion of the initial contract agreement
- The service agreement only relates to the person named on the contract agreement – this is not transferable to any other individual or property. Should you change address you must notify us immediately, so that a replacement contract can be produced and signed.

### **13. Chemicals and Machinery Flush**

A chemical flush and approved equipment flush is a way of removing debris, sludge, scale and other waste products from central heating systems.

Should a chemical and equipment flush be required you will be advised this verbally and in writing of the cost and the reason of why this is necessary at the time of recognition of a flush being required, the engineer will suggest that you telephone Professional Gas Care Ltd in order to organize for this to be undertaken – this would be done on a separate occasion.

Should a flush be recommended and any problems occur, which could have been prevented had a flush been undertaken, then Professional Gas Care Ltd will not be responsible for any necessary remedial work required – costs incurred in these circumstances will need to be paid separately, and will not be included as part of this cover

### **14. General Exclusions**

- Any costing arising from a malfunction, which is covered by a manufacturer's warranty
- The manufacturer's recall of the covered appliance
- Claims arising from floods, lightning storms, frost, severe rain, water damage or any other severe weather conditions – customers should check their household insurance policies to determine whether these will be covered
- Damage, theft, attempted theft, damage caused by an explosion, smoke or fire damage
- Cost if no fault is found on your appliance when a call out visit has been arranged and an engineer has visited your property – costs arising from this will be charged at an hourly rate from the start of the call out to finish, including traveling times, at an hourly rate of £44.06 inc VAT
- The cost of small items or accessories which should be replaceable by the consumer/customer, and is designed to be replaced by a non-qualified competent person, e.g. fuse for the appliance mains plug/fixed spur, filters or batteries
- Any kind of modification work carried out by anyone, which does not comply with manufacturer's guidelines
- Consequential loss, i.e. damage to furniture as a result of water leaks
- Should work be undertaken which requires access outside of the property, and requires digging to pipework, Professional Gas Care Ltd may not necessarily replace the original surface or construction
- Any redecoration required, either internally or externally, following completion of any work, will be the customer's responsibility unless Professional Gas Care Ltd have been negligence

Professional Gas Care Ltd will also not be responsible for the following:

- Replacing appliances, bathroom fixtures, and suites, showers and flues required for any appliances covered in your contract.
- Improvement work to bring appliances up to current standard, re-grades, addition of thermostatic radiator valves, replacing parts which do not meet current standards and replacement of working equipment with improved and newer models.
- Replacement or repair of decorative parts which do not affect the working system or how the appliance actually works
- Re-setting of electronic controls, i.e. time changes for summer and winter
- Fault repairs when permanent repair or improvement work has previously been advised, but advice not



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followed - permanent replacement repair or improvement work will only be advised when absolutely necessary

- Removal of asbestos should this be found when attending to repair an appliance or system
- We will not accept cash alternatives for repairs or maintenance work to be undertaken as part of this cover plan
- Replacement of lead or steel pipes (where repair work is not an option), including lead or steel pipes in taps

Please note that the Professional Home Assistance Cover 1.1 is solely available for appliances in domestic use inside your own home. No service cover will be provided for rented accommodation.