

## CARE PLAN TERMS & CONDITIONS

### Application

These Conditions apply to the Contract between Care Plan Services Tamworth Ltd ('us/we/our') to you as a Consumer ('you'). No other terms and conditions will apply.

### Information

We are required by the Regulations (as defined below) to ensure that certain information is given or made available to you as a Consumer. Please therefore read these terms carefully. These terms tell you who we are, how we will provide services to you, how you and we may change or end the Contract and what to do if there is a problem.

### Interpretation

**Add on Cover:** means additional care plan cover (as set out and described in the Schedule) for your Gas Fire; Plumbing System; and/or Home Electrics that you opt to take out as an add on to your Gas Heating Care Plan whether at the commencement of and/or or during the Term.

**Approved Engineer:** means a qualified person approved and instructed by us to undertake the Services where appropriate;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

**Business:** means any business, trade, craft, or profession carried on by you or any other person/organisation;

**Boiler:** means your domestic gas central heating boiler;

**Gas Heating Care Plan:** means the care plan for your Boiler or your Boiler and Heating System which you have opted to take out as detailed in the Contract Particulars.

**Consumer:** means a consumer as defined in the Consumer Rights Act 2015. In relation to these Conditions, it means you as our customer who is an individual and who receives the Services for purposes wholly or mainly outside the purposes of any Business;

**Care Plan(s):** means collectively the Gas Heating Care Plan and any additional Add on Cover you have requested or/which you opt to take out during the Term. .

**Charges:** the charges payable by you for the supply of the Services by us, as set out in the Contract Particulars or any revised charges notified to you following your request for additional Add-on Cover.

**Contract Particulars:** means the particulars confirming your details and the Care Plans you have opted to take out.

**Commencement Date:** has the meaning given to it in clause 1 of these Conditions.

**Conditions:** these terms and conditions

**Contract:** the agreement between you and us for the supply of the Services in accordance with the Contract Particulars Details, these Conditions and the relevant Schedule.

**Exclusions:** means any circumstances where we will not cover against any claim under any of the Care Plans

**Gas Fire** means your domestic gas fire

**Heating System** means the appliances and conduits forming part of your central heating system (from the gas supply isolating cock located at your Boiler) including: water pump; motorised valves; thermostat; time temperature and pressure controls; radiator valves, pipework, feed; and expansion tank and primary fluing; but not including your Boiler

**Property:** means the location of where the Services are to be carried out;

**Plumbing System:** means the following appliances and conduits inside your Property:

- flexible hot and cold water feed pipes to your washing machine and dishwasher;
- Header storage tanks;
- Hot and cold water pipes from the mains stopcock to your taps;
- Hot water cylinders and immersion heaters;
- Overflow pipes;
- Shower feed pipes;
- Standard fitting toilet cistern ball valves and siphons;
- Standard fitting tap valves and washers (not including tap valves and washers which utilise a ceramic washer eg. mixer taps).
- Toilet cistern feed pipes from the header tank to the cistern

**Regulations:** mean The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

**Repair Service** means the repair services to the Serviced Equipment as a result of a fault reported by you to us;

**Services:** collectively, the services, as listed in the Schedule agreed to be provided by us dependent upon the type of Care Plan you have opted to take out.

**Serviced Equipment:** the equipment to which the Services relate as per your chosen Care Plan.

**Schedule:** means the schedule attached to these Conditions which lists the various services to be provided by us dependent upon the type of Care Plan you have opted to take out.

**Substantial Works:** means works which are required to gain access to your Plumbing System which are likely to involve more than 2 hours labour

**Visit** means the visit made to the Property as a result of a request by you to carry out the Services;

The headings in these Conditions are for convenience only and will not affect their interpretation. Words signifying the singular will include the plural and vice-versa.

## 1. Commencement and term

- 1.1 The Contract shall commence on the date when it has been signed by you or on the date the Serviced Equipment has passed as being suitable for the Contract (which ever is the latest) (the **Commencement Date**) and subject to clause 9.2 shall expire no earlier than the first anniversary of the Commencement Date (**the Initial Term**). Following the Initial Term, the Contract shall continue until either party gives to the other not less than 4 weeks' written notice to terminate (**the Term**)
- 1.2 You may during the Term request additional Add-on Cover. We will use our reasonable endeavours to comply with your request for Add-on Cover, but you acknowledge that our ability to agree to Add-on Cover will depend on the availability of appropriate resources and shall at all times be subject to the relevant Service Equipment (where applicable) being passed as being suitable.
- 1.3 Where we have agreed to provide the additional Add-on Cover, such agreement shall be made under, and shall incorporate the terms of the original Contract (save in relation to its Term and Charges). Upon acceptance of the additional Add-On Cover, the Initial Term for the Contract (incorporating the additional Add-on Cover) shall be automatically extended by the difference in months between the Commencement Date and the date in which we agree to supply the additional Add-on Cover (up to a maximum of 12 months).

## 2. Charges and Payment

- 2.1 You may elect to pay for your Contract on a monthly or annually basis. If you have elected to pay the Charges monthly, we will collect the fee for the Charges for the Contract by direct debit from your bank account on the agreed date each month. Subject to the successful collection of the Charges, we will provide the cover detailed in your chosen Care Plan. If any amount of the Charges are unable to be collected any claim may be declined based on our absolute discretion.
- 2.2 All amounts due under the Contract from you to us shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 2.3 We may increase our Charges each year and we will write to you at least 14 days in advance to notify you of any increased charge, prior to them taking effect.

## 3. What is covered

For the avoidance of doubt this is an agreement for the provision of specific services. This is not a contract of insurance, guarantee or insurance policy. Dependent upon which Care Plans you have opted to take out, the list of Services to be provided are detailed in the Schedule annexed hereto.

The Contract is specific to the Serviced Equipment at the Property. If you move Property it is your responsibility to inform us. We may at our sole discretion agree to transfer and assign the Contract to your new Property subject always to inspection of the Serviced Equipment.

## 4. Exclusions

There are certain exclusions which could limit the cover of the Care Plan that you have chosen. Please read the Schedules for each Care Plan option carefully to ensure that your chosen Care Plans meet your requirements

## 5. Provision of Services

- 5.1 We shall carry out all Services applicable to your chosen Care Plans during our normal working hours of 9-5 Monday to Friday, unless we agree otherwise.
- 5.2 We shall use reasonable care and skill in carrying out the Services and shall comply with any and all relevant codes of practice and regulations that we consider apply.
- 5.3 Where Repair Service are to be carried out, we shall use our reasonable endeavours to complete the Repair Services in a reasonable period. All Services will be carried out with reasonable care and skill by Approved Engineers whose qualifications and experience will be appropriate for the tasks to which they are allocated. We shall not be liable for any delay in the Services which are caused by any matters outside our control (see clause 13), any failure by you to comply with your obligations under clause 6 or any Services which are delayed because they are dependent upon third party works being carried out beforehand.
- 5.4 If during a Repair Service or an inspection, we identify additional work that is required to bring your Serviced Equipment up to regulatory standards then we will advise you of this. This may include, power flushes of Plumbing Systems, cleaning out flues and vents for gas appliances, full drain-down of Heating System and improvements to the safety and earthing arrangements for electrical installation. Such additional work is not included as part of your Care Plans. If you instruct us to carry out the additional work, labour and parts will be payable in addition at our prevailing rates. If the additional services are not carried out then this may affect the availability of the Services under the Care Plans until such time as the Serviced Equipment has been brought up to and complies with regulatory standards.

## 6. Your Obligations – Please read carefully

- 6.1 You will allow us reasonable access to the Property at the agreed times in order to carry out the Services.
- 6.2 You will notify us in writing of any issues which may affect the Services as soon as possible to enable us at the earliest opportunity to investigate and rectify where necessary.
- 6.3 **If you provide us with incomplete or incorrect information or fail to give us access we may either end the contract (see clause 9.2.1 below) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the Services late or not providing any part of them, if delay**

**has been caused by you not giving the information or access we need.**

**6.4** Nothing in these Conditions shall require us to provide or continue to provide the Services where there is presence or risk of contamination of harmful substances. You will be solely responsible for determining what investigations and actions should be taken in relation to such substances and shall commission such professional third party advice as you consider necessary.

## **7. General Exclusions**

**7.1** Any Services covered under the Contract does not include or cover any of the following:

- 7.1.1** any repairs which are identified or needed due to design faults in any of the Serviced Equipment.
- 7.1.2** any improvements which are needed or required to bring the Serviced Equipment up to current standards.
- 7.1.3** Rectifying damage caused by gaining access to the Serviced Equipment, such as pipes and wires, lifting carpets or other floor coverings that is required before we can commence work.
- 7.1.4** Any claims resulting from defective installation or failure to properly service in accordance with manufactures instructions
- 7.1.5** Accidental or deemed negligent damage.
- 7.1.6** Normal day to day maintenance of the Serviced Equipment.

**7.2** We shall take reasonable care to carry out any work, without causing unnecessary damage but where it is necessary to lift carpets and/or flooring or gain access to pipes by making holes we may do so. We shall not be responsible for replacing or repairing any wall surfaces or redecoration and/or painting.

**7.3** We make no warranties that the Serviced Equipment can be repaired or that parts and/or materials will be available. **Unless expressly provided elsewhere in the Contract, where we are unable to carry-out repairs or it appears that parts are unavailable, we shall have no further liability to you.**

## **8. Sub-Contracting**

**8.1** We may sub-contract any or all of the Services.

**8.2** Where we sub-contract any or all of the Services, we shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices. We may not pass on to you any additional charges we incur through the use of any sub-contractors.

## **9. Termination**

### **Your right to end the contract in the first 14 days.**

**9.1** If the Contract we make with you is not made on our premises, the Regulations give you the following cancellation rights, and those rights will be in addition to the rights you have under the law and the rights we have given to you under these Conditions:

**9.1.1** You may for any reason cancel any of the Services during the 14 day period after the Commencement Date, but if the Contract includes any Services provided on any date/s falling before the end of that 14 day period and if you request us to provide those Services and we do so, you may not cancel the Services to be provided in that 14 day period, and you must pay for them as required by these Conditions.

**9.1.2** If, as allowed by the Regulations (and this sub-Clause 9.1), you request that the Services to be provided are to be cancelled by you, you must confirm this in any way convenient to you.

**9.1.3** If you cancel as allowed as above, and you have already made any payment(s) to us for the Services, we will refund the payment(s) to you within 14 days of receiving your cancellation less any amount due for those Services (to include all parts, labour and new equipment) that we have already provided to you (including making available and booking out engineers), and you will not have any liability to us in relation to that cancellation except to pay for them as set out in sub-Clause 9.1.1.

**9.2** We may terminate the provision of the Services and the Contract immediately, if:

**9.2.1** You commit a serious breach of your obligations under these Conditions or failed to carry out the additional services to bring the Serviced Equipment inline with regulatory standards or as otherwise recommended in accordance with clause 5.4; or

**9.2.3** You do not pay us all or any of the Charges or other amounts payable on time and we have given you at least 7 days prior notice of our intention to terminate;

**9.3** On termination by way of notice (clause 1) Charges will be payable by you up to the date of termination. On termination by way of 9.2 we shall be entitled to claim the full cost of the Services carried out by us (labour, parts and equipment) during the Term or the Charges which would have been payable to the end of Initial Term, whichever shall be the highest.

## **10. Liability and Consumer Rights**

**10.1** In the event of any fault or defect arising in the Services, we shall have the right to remedy such fault where possible by re-supplying the Service. In the event that you do not advise us of any defect or fault in the Services within 30 days after completion of the Services, you shall be deemed to have accepted the Services or part thereof.

**10.2** We will be responsible for any direct foreseeable loss or damage that you may suffer as a result of our breach of these Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or

if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable

10.3 We provide Services to you only for your personal and private use/purposes. We make no warranty or representation that parts, the Services or materials that we provide to you are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

10.4 Nothing in these Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

**10.5 Furthermore, If you are a Consumer, either as defined by the Consumer Rights Act 2015 or for the purposes of any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Consumer Rights Act 2015, the Regulations, or any other applicable consumer protection legislation, as that legislation is amended from time to time. All such duties, obligations, rights, remedies and liabilities under such legislation are in addition to those under these Conditions.**

**10.6 For more details of your legal rights please refer to your local Citizens Advice Bureau or Trading Standards Office.**

## **11 Data Protection**

We will only share your personal information with other bodies when doing so is essential for the completion of the Services. This may include informing our Approved Engineers or subcontractors of your name and address and the repairs required. Your personal data will be used to manage your Contract and to protect your health and safety or as part as our regulatory or legal requirements.

## **12 How to Claim**

You must telephone our dedicated care plan number. We shall then appoint a Approved Engineer to visit your Property. We shall have reasonable discretion as to when and how the Services are undertaken.

## **13 Force Majeure**

Neither we nor you ("first party") will be liable to the other for any failure or delay in performing obligations where the failure or delay is due to a cause beyond the first party's reasonable control ("Force Majeure"). In that case the failure or delay will not be a failure or delay contrary to these Conditions.

## **14. Communications**

All notices or other communications from you or us under these Conditions must be in writing.

## **15. No Waiver**

No failure or delay by us or you in exercising any rights under these Conditions means that we or you have waived that right, and no waiver by us or you of a breach of any provision of these Conditions means that we or you will waive any subsequent breach of the same or any other provision.

## **16. Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

## **17. Law and Jurisdiction**

17.1 These Conditions and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.

17.2 Any dispute, controversy, proceedings or claim between you and us relating to these Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

## **Who we are and how to contact us**

Care Plan Services Tamworth Ltd, Unit 1 Sterling Park Claymore, Tame Valley Industrial Estate, Wilnecote, Tamworth, Staffordshire, B77 5DQ

## Schedule – The Care Plans

### **GAS HEATING CARE PLAN**

The following options are available for the Gas Heating Care Plan

#### **Option 1 (Service Only)**

- **Annual Service:** We will provide an annual service of your Boiler (see below);

#### **Option 2 (Boiler and Heating System)**

- As with Option 1 (Boiler Only); plus
- Parts and Labour: If your Heating System breaks down or needs repair we will arrange for an Approved Engineer to repair your Heating System.

#### **Annual Service**

During the Term and provided that you have paid the Charges, we will undertake one annual service and operational check in any 12 months period.

We will arrange the first service with you when you take out the Contract. The date of the first service will be dependent upon the date when the Boiler was last serviced. If the Boiler was serviced within the last 12 months your first service will be approximately twelve months following the date of the last service. If your Boiler has not been serviced within the last twelve months then we will service your boiler within 3 months of the date that you commence cover under the Contract.

After the first service we will undertake a service around the same time each year.

Appointments will usually take place between the hours of 9am and 6pm Monday to Friday, excluding bank holidays, and will be subject to our engineers' availability.

#### **Exclusions**

There are certain situations that will not be covered under your chosen Gas Heating Care Plan. These are listed in this section with an explanation of when the exclusion may arise. Please also refer to the general exclusions detailed above.

**Accidental or Third Party Damage** We will not repair your Boiler or Heating System where the repair is needed as a result of something done by you or someone else.

**Insured Risks** We will not undertake repairs where damage has been caused to your Boiler or Heating System by events and/or risks which may be insured by a policy of household insurance, including: freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood, or storm.

**Sludge Scale and Blockages** Occasionally a repair will be needed as a result of a blockage caused by the build-up of sludge or scale. The Gas Heating Care Plans do not require us to unblock your Boiler or your Heating System nor to replace your Boiler or any part of your Heating System due to the build-up of sludge or scale. In these circumstances we offer to perform a Power Flush for an additional charge. If the Power Flush does not resolve the problem then you are responsible for cost of replacing your Boiler or any part of your Heating System

which requires replacing to rectify any problem caused by sludge or scale.

**Programming Controls** We will not re-program your Heating System controls (for instance programming the timer for the Boiler to come on or go off, or changing the thermostat to a different setting).

**Works Hazardous to Health** We will not be obliged to undertake any repairs to your Boiler or your Heating System where there is a risk of an engineer coming into contact with hazardous materials (eg. asbestos) or where there is a health and safety risk. We will only commence a repair when we are satisfied that you have taken action to remove the risk to our engineer.

**Making Good Damage** Where applicable, the Gas Heating Care Plan is designed to provide a service to maintain and repair your Boiler and/or your Heating System. In providing these services it may be necessary to cause damage to your Property which may occur for a number of reasons. We may need to gain access to a piece of apparatus which our engineer is unable to do without opening up a wall, floor or ceiling. This may cause damage including damage to the decorative finishes that you may have applied. Repairing this type of damage is not included within the Gas Heating Care Plan and you are solely responsible for making good any damage to the Property that we may cause in performing the services provided in your Gas Heating Care Plan unless that damage was caused by our negligence.

**Consequential Loss** we are not responsible for any damage to your Property which is caused by any fault or damage to your Boiler or Heating System prior to us undertaking a repair.

**System Improvements** We are not responsible for undertaking repairs to your Boiler or Heating System where the repair is required only to bring the system up to modern standards

**Decorative/Curved Radiators** Central Heating System Cover does not include the replacement of curved or designer radiators. We can either replace them with a standard radiator or install a radiator that you have purchased yourself, in which case we can only take responsibility for our workmanship and not any manufacturing faults in the radiator itself.



## ADD-ON COVER

The following care plans are available for you to add on to your Gas Heating Care Plan. Details of the types of cover available for each additional add on care plan are set out below.

### PLUMBING CARE PLAN (ADD-ON)

Subject to choosing to add Plumbing Care Plan to your Gas Heating Care Plan, we shall during the Term and provided you have paid the Charges, assist you regarding the sudden and unexpected water leak from or a breakdown of any part of the Plumbing System by arranging for one of our Approved Engineers to repair the fault.

#### Exclusions

There are certain situations that will not be covered by the Plumbing Care Plan. These are listed in this section with an explanation of when the exclusion may arise. You are recommended to read this section carefully and if you have any questions please call us on the helpline and we will do our best to explain the exclusions to you and provide examples of when these might arise.

**External Drains and Sewers** The Plumbing Care Plan is designed to offer you a repair solution for plumbing which is inside your dwelling house. Pipes, drains and sewers outside of your dwelling house are excluded from the Plumbing Care Plan.

**Taps, Mixer Taps and Ceramic/Plastic Plates and Washers** Although the internal valve and washers of standard "globe valve" taps are included in the Plumbing Care Plan, the taps are not. We will not be required to repair or replace the taps. We are unable to repair any taps that utilise a non-standard design as such taps cannot readily be repaired or they utilise bespoke parts for which spares are not readily available. This includes most varieties of mixer taps and taps which utilise ceramic or plastic spring loaded plates or washers such as lever operated taps. Accordingly such taps and their internal working are excluded from the Plumbing Care Plan

**Mechanical Apparatus and Non-Standard Plumbing** We will not repair or replace your mains cold water stop cock, water softeners or filters, shower pumps or mixer valves, sink and bath pop-up waste mechanisms, mechanical pumps, your central heating system, any plumbing apparatus connected to a swimming pool, rainwater pipes and guttering, macerators or other electrical toilet units, lead or steel pipework. These are all excluded from the Plumbing Care Plan.

**Inaccessible Plumbing** Your Plumbing System may not be readily accessible because it is enclosed within a wall or floor, or is hidden behind a masking panel such as a side bath panel. We will do our best to access your Plumbing System. However, if any of your Plumbing System can only be accessed by Substantial Works then the repair will not be covered by the Plumbing Care Plan unless you agree to arrange and / or pay for the Substantial Works.

**Existing Faults** We will not repair any fault or other want of repair to your Plumbing System which existed prior to you taking out a Plumbing Care Plan.

**Accidental or Third Party Damage** We will not repair your Plumbing System where the repair is needed as a result of something done by you or someone else.

**Insured Risks** We will not undertake repairs where damage has been caused to your Plumbing System by events and/or risks which may be insured by a policy of household insurance, including: freezing weather conditions, subsidence, structural repairs, accident, fire, lightening, explosion, flood or storm.

**Sludge Scale and Blockages** Occasionally a repair will be needed a result of a blockage caused by the build-up of sludge or scale. The Plumbing Care Plan does not require us to unblock your Plumbing System nor to replace any part of your Plumbing System due to the build-up of sludge or scale. In these circumstances we offer to perform a flush for an additional charge. If the flush does not resolve the problem then you are responsible for cost of replacing any part of your Plumbing System which requires replacing to rectify any problem caused by sludge or scale.

#### Works Hazardous to Health

We will not be obliged to undertake any repairs to your Plumbing System where there is a risk of an Approved Engineer coming into contact with hazardous materials (eg. asbestos) or where there is a health and safety risk. We will only commence a repair when we are satisfied that you have taken action to remove the risk to our Approved Engineer.

**Making Good Damage** The Plumbing Care Plan is designed to provide a service to maintain and repair your Plumbing System. In providing these services it may be necessary to cause damage to your Property which may occur for a number of reasons. We may need to gain access to a piece of apparatus which our Approved Engineer is unable to do without opening up a wall, floor or ceiling. This may cause damage including damage to the decorative finishes that you may have applied. Repairing this type of damage is not included within the Plumbing Care Plan and you are solely responsible for making good any damage to the Property that we may cause in performing the services provided in your Plumbing Care Plan unless that damage was caused or made more excessive by the negligence of our Approved Engineer.

**Consequential Loss** We are not responsible for any damage to your Property which is caused by any leak, fault or damage to your Plumbing System prior to us undertaking a repair.

**System Improvements** We are not responsible for undertaking repairs to your Plumbing System where the repair is required only to bring the system up to current standards or legislative requirements, or when you may want simply to improve your Plumbing System. Neither are we required to replace nor repair parts that do not affect how your Plumbing System works or which provide only a decorative finish.

## **GAS FIRE CARE PLAN (ADD-ON – Cost of cover available on request)**

The following options are available for a Gas Fire Care Plan should you choose to add this onto your Gas Heating Care Plan.

### **Option 1 Service Only:**

- **Annual Service:** We will provide an annual service of your Gas Fire (please see below).

### **Option 2 Repair and Service:**

- **Annual Service:** We will provide an annual service of your Gas Fire (see Section 4);
- **Parts and Labour:** If your Gas Fire breaks down or needs a repair we will arrange for an Approved Engineer to repair it. As long as parts are available from our suppliers, there is no age limit on your Gas Fire;
- **Replacement Gas Fire:** If your Gas Fire cannot be repaired because it has suffered irreparable damage as a result of a malfunction or defect of any component, then provided that you have allowed us access to your Property when required during the term of this Plan to undertake annual servicing of your Gas Fire we will:
  - (a) if your Gas Fire is less than five years, provide and fit a replacement Gas Fire; or
  - (b) if your Gas Fire is more than five years old, offer you a discount of 20% off our standard price for supplying and fitting a new Gas Fire.

### **Annual Service**

Subject to choosing to add this Gas Fire Care Plan to your Gas Heating Care Plan, we shall during the Term and provided you have paid the Charges, undertake an annual service of your Gas Fire every twelve months. We will arrange the first service with you when you take out your Plan. The date of the first service will be dependent upon the date when the Gas Fire was last serviced. If serviced within the last 12 months your first service will be approximately twelve months following the date of the last service.

If your Gas Fire has not been serviced within the last twelve months then we will service your Gas Fire within 3 months of the date that you commence cover under your chosen Gas Fire Care Plan.

After the first service we will undertake a service around the same time each year. The date of the service will be subject to our workload.

It is your responsibility to ensure that you are reasonably flexible about appointment times so that we can gain access to your Property to undertake the service.

### **Exclusions**

There are certain situations that will not be covered by your chosen Gas Fire Care Plan. These are listed in this section with an explanation of when the exclusion may arise.

You are recommended to read this section carefully and if you have any questions please call us on the helpline

and we will do our best to explain the exclusions to you and provide examples of when these might arise.

**Non-Critical Damage / Faults** We will not repair non-critical damage or faults. If any part of your Gas Fire is damaged or develops a fault which does not affect how the appliance works or which does not render the gas fire unsafe then such damage and / or fault is not covered by the Gas Fire Care Plan. For example, if part of the decorative trim is damaged we will not repair or replace that trim if the trim does not affect how the Gas Fire works nor poses a health and safety risk.

**Existing Faults** We will not repair any fault or other want of repair to your Gas Fire which existed prior to you taking out a Gas Fire Care Plan.

**Accidental or Third Party Damage** We will not repair your Gas Fire where the repair is needed as a result of something done by you or someone else.

**Insured Risks** We will not undertake repairs where damage has been caused to your Gas Fire by events and/or risks which may be insured by a policy of household insurance, including: freezing weather conditions, subsidence, structural repairs, accident, fire, lightening, explosion, flood or storm.

**Works Hazardous to Health** We will not be obliged to undertake any repairs to your Gas Fire where there is a risk of an Approved Engineer coming into contact with hazardous materials (eg.asbestos) or where there is a health and safety risk. We will only commence a repair when we are satisfied that you have taken action to remove the risk to our Approved Engineer.

**Making Good Damage** The Gas Fire Care Plan is designed to provide a service to maintain and repair your Gas Fire. In providing these services it may be necessary to cause damage to your Property which may occur for a number of reasons. We may need to gain access to a piece of apparatus which our Approved Engineer is unable to do without opening up a wall, floor or ceiling. This may cause damage including damage to the decorative finishes that you may have applied. Repairing this type of damage is not included within the Gas Fire Care Plan and you are solely responsible for making good any damage to the Property that we may cause in performing the services provided in your Plan unless that damage was caused by our negligence.

**Consequential Loss** We are not responsible for any damage to your Property which is caused by any fault or damage to your Gas Fire prior to us undertaking a repair.

**System Improvements** We are not responsible for undertaking any repairs to your Gas Fire where the repairs are required to bring the Gas Fire up to modern standards.

## HOME ELECTRICS CARE PLAN (ADD-ON)

Subject to choosing to add Home Electrics Care Plan to your Gas Heating Care Plan, we shall during the Term and provided you have paid the Charges, assist you regarding the sudden and unexpected fault in the main electrical system and/or wiring including repairs to the following:

- The fuse box,
- Light fittings (meaning the electrical cable and fixings up to and including standard light bulb holders and/or individual downlight fittings embedded into ceilings), switches and pull cord switches (but not the cord itself)
- Electrical sockets and isolation switches
- Immersion heater switch
- Doorbells and smoke alarms that are connect to the wiring
- Outside lighting as long as it is fixed to the Property and it is fitted less than ten metres above ground; and
- Ceiling roses

Upon being notified of such fault, we shall arrange for one of our Approved Engineers to repair the fault.

### Exclusions

There are certain situations that will not be covered by the Home Electrics Care Plan. These are listed in this section. You are recommended to read this section carefully and if you have any questions please call us on the helpline.

What is not covered?

- Electrical appliances, burglar alarms and camera systems
- Showers and their parts, shower pumps, cooker extractor hoods, storage and panel heaters, underfloor heating, control, pumps, detectors, timers, programmers and solar panels and their inverters
- Electricity supply cable up to the fuse box or mains isolation switch if fitted
- Power cable between your Property and any outbuildings, outdoor fittings or appliances on your Property
- Electrics in your outbuilding
- Rubber or lead covered cables
- Complete systems rewire
- Outside lighting not fixed to your Property

**Existing Faults:** We will not repair any fault or other want of repair to Home Electrics which existed prior to you taking out a Home Electrics Care Plan.

**Accidental or Third Party Damage:** We will not repair your Home Electrics where the repair is needed as a result of something done by you or someone else.

**Insured Risks:** We will not undertake repairs where damage has been caused to your Home Electrics by

events and/or risks which may be insured by a policy of household insurance, including: freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm.

**Works Hazardous to Health:** we will not be obliged to undertake any repairs to your Home Electrics where there is a risk of an Approved Engineer coming into contact with hazardous materials (eg.asbestos) or where there is a health and safety risk. We will only commence a repair when we are satisfied that you have taken action to remove the risk to our Approved Engineer.

**Making Good Damage:** the Home Electrics Care Plan is designed to provide a service repair an unexpected fault. In providing these services it may be necessary to cause damage to your Property which may occur for a number of reasons. We may need to gain access to a piece of apparatus which our Approved Engineer is unable to do without opening up a wall, floor or ceiling. This may cause damage including damage to the decorative finishes that you may have applied. Repairing this type of damage is not included within the Home Electrics Care Plan and you are solely responsible for making good any damage to the Property that we may cause in performing the services provided in your Plan unless that damage was caused by our negligence.

**Consequential Loss:** we are not responsible for any damage to your Property which is caused by any fault or damage to your Home Electrics prior to us undertaking a repair.

**Improvements:** we are not responsible for undertaking any repairs to your Home Electrics where the repairs are required to bring them up to modern standards.



