Homecover Terms & Conditions V4

The "Small Print" For your Safeheat homecover service agreement.

If you need a larger font size version, this is available by calling us on 01803 523700.

Our commitment to you

We aim to provide a safe, high-quality service to repair and maintain the equipment included within this agreement.

Summary of your agreement

What the agreement provides:

- One Safety Inspection and Service of your appliance in every year of your homecover plan.
- Labour and parts, if your appliance breaks down up to a total value of £800 per repair including VAT.
- No limit to the number of call-outs to carry out work included within your agreement.
- A customer emergency helpline 24 hours a day, every day. If we are unable to take your call at any given time, provided a voice message is left with return contact information, we will endeavour to return your call when deemed urgent within 2 hour where availability allows. This timescale is not guaranteed but is our target, subject to workload and availability.
- Priority service (every day of the year). We will endeavour to attend within 24 hours of your call to our helpline subject to workload and labour available.
- Getting to your system (see 'About your agreement')
- Advice about your system from our engineers.
- The testing for gas escapes and where found to be non-permissible, the tracing and repair will be included in all plans to any gas pipework, and to any appliances covered up to the plan limit - see 'General exclusions'.

Safeheat homecover options

We base your agreement on the homecover options you choose (listed and detailed below). This will give you the guidance on what services are included from each plan. Please refer to the 'General exclusions' section below for further details. A homecover maintenance contract is not an insurance policy.

There are three different homecover base plans, which you select to suit your needs.

- Bronze – One gas central heating boiler and its controls.
- Silver – One gas central heating boiler and its controls plus 'The heating system'.
- Gold – One gas central heating boiler, its controls, the heating system plus 'Plumbing & Drains'.
- Landlord's gas safety cover and gas fire cover and be added to any of the above three plans – See below 'What is included'.

What is included?

Bronze

This service is for maintaining and repairing a single wet (using water) mains gas (not LPG/Liquefied Petroleum Gas) central-heating boiler & controls in your home and includes the following:

- A service and safety inspection of your boiler (except for parts of the system that aren't readily accessible)
- A magnetic system filter (clean only) - provided it is is accessible and the operational release tool is on site.
- Labour and parts if your boiler or controls break down up to £800 including VAT per repair provided we are able to source parts from our choice of no less than three separate suppliers or from the manufacturer directly.
- A 10% discount off the full installation cost of a replacement boiler/system if we Safeheat Homecover Ltd complete the works.

Silver

As Bronze PLUS your cental heating system is covered for labour & parts.

- Flow and return pipework across the heating system.
- A magnetic system filter - provided it is is accessible and the operational release tool is on site
- Central heating circulation pumps and motorised valves.
- Hot water cylinders (vented and unvented) including cylinder thermostats.
- Radiator leaks.
- Thermostatic radiator valves and lock shields.
- Feed and expansion tanks, including float valves and associated pipework.

Gold

As Silver plus your plumbing and drains.

Under this cover, inside your home we will provide materials and labour to repair or replace:

- Cold water pipes from the external mains stopcock leading to your boiler, taps (including garden), appliances, storage tanks and cylinders.
- Hot water pipework from the boiler through to any outlets such as taps or appliance connections.
- Toilet's fill valve and siphon.
- Leaking overflow pipes.
- Your cold-water storage tank.
- Pipes that burst as a result of cold weather which have been deemed adequately protected.
- Blocked drains, traps and waste pipes, and drain repairs which are directly causing blockages such as collapsed drains and tree root intrusion (up to the value of £750 including VAT).

Landlord cover (additional add-on option)

This addition will upgrade the standard boiler service to a landlord's gas safety report. All gas appliances will be checked for safe operation complete with the relevant paperwork. Note that this is a safety report and additional appliances are not serviced nor are they covered for repairs. Please refer to landlord cover below for further information.

Gas fire cover (additional add-on option)

This addition will allow a single gas fire to be added to the maintenance plan, including an annual service, parts and labour.

Exclusions

Bronze cover:

- Callouts within the first 14 days.
- The cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement and which could not be identified on initial inspection using reasonable care and skill.
- The cleaning or inspection of any magnetic filters which the engineer is not told about during our visit or where the required tools that came with the filter are not on site.
- The cost of repairs relating to damage caused by a person or an animal.
- Flue terminal guards.
- Vertical flues, and horizontal flues which are higher than the ground floor.
- Electric boilers.
- Replacing your boiler where parts are deemed obsolete by our choice of no less than three separate suppliers or where repair costs are greater than the plan limit.
- Repairing or replacing any lead or steel pipes.
- Smart internet enabled controls and valves.
- Repairs as a result of any degradation of the boiler chassis (such as from age, rust, heat or physical damage), resulting in an 'at risk' or 'immediately dangerous' classification.
- Re-setting controls (for example, thermostats and programmers following wintertime or summertime changes).

Silver cover - as per Bronze plus:

- Removing sludge or hard water scale from the boiler or system.
- Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks including repairs to valves, controls or boiler components as a result of system sludge/physical blockages.
- Repeated bleeding of radiators where we recommend an upgrade to the system.
- Replacing pipework, radiators or valves that are not leaking and are cosmetically damaged such as surface rust or paint failure.
- Replacing inhibitor to your system following a full or partial drain down, adding inhibitor at the start of a policy or at any time. This can be completed upon request at a quoted charge.

Gold cover – as per Silver plus

- Repairing or replacing taps, rubber washers and ceramic washers in taps (consumables).
- Repeated cleaning your drains where no fault or cause can be identified.
- Repairing or unblocking drains shared with another property or properties
- Repairing or unblocking drains which are just used for commercial purposes
- Replacing appliances, bathroom or kitchen fixtures, shower enclosures, shower trays and sanitary ware including sinks, basins and toilets (pans, seats and cisterns).

General exclusions across all maintenance plans

- Consequential loss unless we are responsible for it - Loss or damage to property caused by the appliance, boiler or system breaking down (for example, damage to furniture caused by water leaks). If we have to dig on your property, we will fill in any holes and leave the surface level but we may not replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility, unless we have been negligent.
- Normal insured risks - The cost of repairing faults or damage caused by freezing weather conditions (except frozen pipes that are suitably lagged included in relevant levels of cover), subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. The cost of repairing damage caused by changes to, or problems with the gas, electricity or water services. You should check your household insurance to make sure you have sufficient cover for these risks.
- Repairing or replacing solar panels or associated pipework pums and motorised valves..
- Repairing or replacing meter boxes.
- Repairing or replacing soak aways, septic tanks, cesspits, treatment plants and their outflow pipes.
- Repairing or replacing the mains cold-water stopcock where there is no street isolation, water softeners, shower pumps, mixer valves, mechanical pumps, water filters, boiling taps (and associated installation), decorative radiators (including flat panel, coloured, column, and curved radiators), swimming pools, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.
- 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 used for piped or electric underfloor heating.
- 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 which do not meet current standards, and replacing working radiators with improved models (These are examples only and not a complete list).
- Replacing or repairing any decorative or other parts which do not affect how the system or appliance works that and does not cause a risk or danger such as decorative trims/trays under boilers or front panel hinges or doors.
- Repairing or replacing any lead or steel pipes.
- Removing asbestos associated with repairing the appliances or system. When you have had any asbestos removed, you must provide us with 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.
- Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent or broken this agreement.
- Cash alternatives for repair or maintenance.

About your agreement

Maintenance Agreement

Homecover is a maintenance agreement and not an insurance policy. Please compare cover with your home insurances.

Period of agreement

Where paid via monthly Direct Debit, after the first policy year, your agreement continues to roll over monthly until you tell us that you would to cancel, or if we cancel the agreement (see 'cancellation'). You may cancel the agreement at any time with one full month's notice period. We will write to you to tell you about changes to the terms and conditions or prices. We may also cancel the agreement at any time, as long as we give you two full week's notice of this. See 'Cancellation' for mid-year cancellation details. We reserve the right to decline a renewal of an annually paid policy.

Start Date

Once we complete the relevant survey of your property, provided it is satisfactory, our agreement begins on the first of the following month unless agreed otherwise.

Getting to your system - all Safeheat homecover options and internal gas supply

Our cost of getting to your system (materials and labour) is included up to £500 including VAT for each job, for example, pipes buried in walls or 'built-in' appliances (except work on drains where the limit is £750 including VAT limit also includes any inspection or repair costs) These costs contribute towards the total policy limit

Domestic Use
Safeheat Homecover agreements are only available for appliances in domestic use inside your home. If you own a domestic property which you let out, we will offer you a landlord cover agreement - please see the landlord cover section below.
Initial Safety Inspection
We will inspect your appliance and/or system before accepting it onto the relevant maintenance plan. Your Safeheat Engineer will fill in an initial safety inspection checklist and if the inspection reveals a problem, we will tell you what work is needed, why it is needed and quote for the works. The boiler and system must be in good working order with no known problem/issues. A boiler service will be carried out at this visit to attempt to confirm correct operation but should a fault be found, and reason to not proceed with the policy, the service may not be completed. Following the survey, we will send correspondence to you detailing our findings if any, and if satisfactory, direct debit collection information including amounts and dates. If, following a satisfactory survey, the plan is agreed, and we attend thereafter to a fault that we have reason to believe has been present since before the survey, we reserve the right to decline the repair, cancel the plan (see “cancellation”) and provide a quote for the works.

Safety and Maintenance Inspections
We will carry out a service and safety inspection once in every year of your agreement. We will aim to carry out the Safety Inspection & Service around the same time each year where possible, depending on our workload and your appointment preferences.

Cancellation
We may cancel your agreement if (including but not limited to):
- You have given false information.
- You do not make an agreed payment.
- We find something wrong at the initial safety inspection (decline cover subject to a repair).
- A fault is reported, that is reasonably believed to have been present before the plan was taken out, whether intentional or not.
- The property hes been left empty for more than 3 months without regular use of the system including hot water usage.
- We are not able to source the required parts to keep your system or appliance working, or working safely from no less than three of our separate suppliers or from the manufacturer directly.
- Circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- An installation fault or poor workmanship has been identified which has or may result in a callout and or repair.
- We cannot gain access to your property to carry out the necessary work, we will attempt to arrange another appointment. If after the third attempt, we have still not gained access, we may cancel your agreement. We will tell you in writing if this is the case. It is your responsibility to arrange our access into your property.
- We feel that forceful demands, agression or unrealistic requests have been made, which have resulted in additional pressure to the company and/or staff where which would not have be present if the agreed terms and conditions were met.

If your agreement is cancelled either by You or Us:
- If after the first policy year, we will provide you a refund based on how long is left of any 12 month advance cash, cheque, credit card or debit card payment. There will be a minimum payment of £99.00 including VAT in a policy year if we have done work including a service. If payments are made by direct debit and in this policy year we have not yet taken this amount, we will charge you the additional amount, which brings your total payment, under this agreement, to £99.00 including VAT. When paying by Direct debit, the policy year is renewed every 12 months from the initial signup. For agreements with landlord cover, the minimum payment is increased to £125 including VAT.
- You may cancel your agreement within seven working days starting from the day after you receive written confirmation of your agreement with us beginning and you will receive a full refund of any money paid (as long as we have not done any works including a service)
- You may also cancel your agreement immediately, either after us letting you know about changes in prices or terms and conditions, or if we fail to do something which we should have done in these terms and conditions. In this case, if you are due a refund as a result of paying upfront annually, you will receive a refund based on how much time is left of the relevant 12 month period or, if you agree, we will put things right and continue the contract.
- You may cancel your agreement at any time, See ‘Period of agreement’ above.

Spare parts
If we do not carry the spare parts that your repair needs at our visit we will do all we reasonably can to find parts from our suppliers. We may use approved alternative parts or parts that have been reconditioned. Where parts are available, we will aim return to fit them as soon as availability allows
Labour
A Safeheat Homecover engineer will try to carry out most works, in some cases we may authorise a suitably qualified contractor to carry out the work, it is not possible to accept requests for a particular engineer unless agreed at our discretion. If you refuse a repair by a particular tradesman, you are refusing the works to be completed as per the agreement.

Landlord Cover
This service is available to landlords who let out properties for domestic purposes.
Legal requirements
By law, landlords must ensure that any connected gas appliances (in any rental properties that they let out) are checked for safety every 12 months. They must, by law, also hold a current Gas Safety Record as proof. We will make attempts to make contact and gain access via any tenant details on file or provided to us, however it is the Landlord’s responsibility to ensure that the Landlord Gas safety Report is completed in time and has not expired. We will keep all records of our efforts to gain access.
Our Service
We can carry out the Landlord inspections that are needed at the same time as the service and safety Inspection. We will check and issue a Gas Safety Record for all known gas appliances within the property. If additional appliances are brought to our attention after the report has been completed, there will be an additional charge of £45 including VAT for a return visit to complete the report again. If you, or we, cancel your agreement after we have provided a Gas Safety Record, and you have paid less than £125.00 including VAT in the last 12 months at the time you cancel, we will charge you an additional amount, which brings your total payments, under the agreement, to £125.00 including VAT. See ‘Cancellation’

Using Personal Information
Information you provided or we hold about you (whether or not under our contract or contracts with you) may be used by us, our agents or contractors to:
- Identify you when you contact us.

- Provide your contact information, level of cover, plan history and address to relevant tradesmen for the sole purpose of attending to quote, diagnose, repair or maintain your system as per your level of cover or where we have been asked to arrange such works.
- Help identify accounts, services and products which you could have from us from time to time.
- Help run, and contact you about the improved running of any accounts, services and products we have provided before or provide now or in the future.
- Carry out marketing analysis and customer profiling including with transactional information and create statistical and testing information (Transactional information means what you buy from us and how you pay for it, for example, usage rates and discounts we have offered you. (These are examples only and not a complete list) We may allow other people and organisations to use information we hold about you for this reason).
- Help to prevent and detect fraud or loss.
- Contact you in any way (including mail,e-mail, telephone, visit, or text) about products and services offered by us and selected partners. We will only contact you in this way if you have not previously requested otherwise.
- To provide services you have asked for.
- As part of the process of selling one or more of our businesses;
- If we have been asked to provide information for legal or regulatory purposes; or
- As part of current or future legal proceedings.
- Trace debtors, recover debt, prevent fraud and manage your accounts.
- Carry out statistical analysis.

If you give us information on behalf of someone else you confirm that you have given them the information set out in this document, and that they have not objected to their personal information being used in the way described in it. If you give us sensitive information about yourself or others (such as health details or any criminal convictions of members of your household) you agree (and confirm that the relevant subject of the information has agreed) to us processing this information subject in the way set out in this document. From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We may pass your address, property and postcode and details of your gas appliances, flue, hot water cylinder, system controls and electrical installations (including details of any repairs or removals, to competent person scheme operators and other appropriate organisations including Gas-Safe (council of registered Gas Installers) and the ECA (Electrical Contractors Association). These operators and organisations may pass this information to local authorities to meet Building Regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits, and for health and safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that your appliances and so on meet Building regulations. We may monitor and record communications with you (including phone conversations and e-mails) for quality assurance and to make sure that we are meeting our legal and regulatory requirements. We may check your details with one or more licensed credit-reference and fraud-prevention agencies.We and they may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate information and we suspect fraud, this is also recorded. This information may be used by us, and other organisations may search these records to help make decisions about credit and credit related services for you and members of your household.

For our full privacy policy, please find it on our website which you can visit at www.Safeheathomecover.co.uk if you do not have access to the internet or our website, you can request a printed copy by calling us on 01803 523700.

Third Party Rights

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement. Our responsibilities:
We will meet our responsibilities under this agreement within a reasonable time unless it is impractical for us to do so because of circumstances outside our reasonable control.

Guarantees

Any guarantees do not affect your legal rights under the Sale 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.

Miscellaneous

If any term of the terms and conditions are held to be invalid, unlawful or unenforceable, it shall not affect the enforcement of any of the remaining Terms. These Terms and Conditions constitute the entire agreement between you and us with respect to the subject matter hereof.

Law

These Terms shall be governed and construed in accordance with English law and be subject to the exclusive jurisdiction of the English Courts.