

## Service Contract Terms & Conditions

Durham Gas Services Ltd will provide the services and benefits described in this cover:

- During this period
- Within the geographical limits
- Following payment of the premium

We will provide the services and benefits based on the details you have supplied and subject to the following terms and conditions. Please read carefully, to ensure this cover meets your individual requirements. Your cover is made up of your application, these terms and conditions (also referred to as 'your cover') and a cover schedule. The terms and conditions for this cover are written in English and all correspondence entered into shall be in English.

**The aims of this cover:** This cover is a product which meets the demands and needs of house holders who want protection in the event of a breakdown of their central heating system and/or their boiler and controls. This cover should complement your household insurance policies, and provide benefit and services which may not be available under those policies. We aim to provide a safe, high-quality service to repair the equipment included under this cover. If you have any questions or concerns about your cover, please contact us on 01777 702684 \*

**Meaning of words:** This part of the cover wording sets out the words which have a special meaning. Each word is listed with the meaning explained alongside it, and is printed in bold type wherever it appears in the cover wording.

**Application:** An application for arrangement of cover (details within these terms and conditions) can be made by you, by telephone or by the completion of an application form.

**Gas Central Heating System:** The main hot water or gas central heating system in your home. This includes pipes which connect components of the system, but not cold-water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.

**Geographical Limits:** Within a 15 miles radius of our office address. Cover outside of this radius is not provided, if this affects you, we will tell you when you apply.

**Home:** This is your place of residence, being your private domestic dwelling and any covered garage connected to your place of residence. Excludes outside areas, including your gardens, lawn, outbuildings, borders and driveways.

**Covered PERSON(S) or YOU/YOUR:** The person named on the cover schedule, together with the members of your household normally residing with you. In your absence on a trip away from home, the person duly authorised by you as the key holder responsible for the home.

**Our/us/we:** Durham Gas Services Ltd administer the cover and manage all claims.

**Period of Cover:** The period shown on the cover schedule which shall commence at least 30 days following the date you first applied and the application was accepted for cover, or after a Safety & Energy/Efficiency check has been completed.

**Unoccupied:** When your home has not been lived in by your family or anyone who has your permission, for more than 30 days in a row. Lived in means slept in frequently.

## WHAT IS COVERED:

- Parts and labour for repairs subject to terms of your cover.
- Up to 5 call-outs per annum to carry out work on parts of your system covered - see your Cover Schedule.
- Priority service. You will be prioritised over persons who do not have any contract with Durham Gas Services Ltd.
- Getting to your system (see the 'Getting to your system' section under 'About your cover').
- Advice about your system from our Gas Safe / OFTEC Registered engineers during any necessary repair visit.

There are three levels of cover:

We base your cover on the options you select (listed and described below). The selection you made is shown on your cover schedule.

### 1.GOLD WARM CARE COVER

**Boiler, Central Heating and Internal Plumbing, excluding Drainage:** This service is for repairing a single boiler and wet system (using water) in your home and includes the following:

- Parts and labour if your gas/oil central heating system needs a repair.
- Parts and labour if your internal plumbing needs a repair.
- Any one-off repair up to a maximum of £500 and not exceeding £1000 in a 12 Month period.
- Hot water vented and unvented cylinders and Immersion heater working parts.
- Heating Controls (NOT Including Internet smart controls).
- Standard type radiators and Thermostatic radiator valves.

There is no age limit on your boiler and it does not matter who installed it, so long as all the essential working parts are available.

**Internal Plumbing Cover:** Products designed to meet the demands and needs of householders who want protection in place, in the event of problems arising with their internal plumbing.

**Plumbing Cover:** Repairs or replacement inside your Home in the event of leaks or mechanical failure of:

- Hot and cold-water pipes from the mains stopcock inside your home leading to your taps (but not including the mains stopcock and taps themselves).
- Leaking overflow pipes.
- Standard ball valves and toilet siphon.
- Parts and labour – so long as all the essential working parts are available.
- Any required replacements parts are sourced from our network of national suppliers. These may differ from the original, for example, using a standard flush handle to replace a gold plated flush handle, unless an alternative is provided by you.
- The exclusions below and the general conditions and exclusions.

## **2.SILVER WARM CARE COVER**

**Boiler and Central Heating:** This is the same as Gold Warm Care cover, except that the internal plumbing is not covered. See your cover schedule for your level of cover.

## **3.BRONZE WARM CARE COVER**

**Boiler and Internal Controls:** This is the same as Silver Warm Care cover, except the parts and labour are for the boiler and Internal controls only. See your cover schedule for details of your level of cover.

All service plans include a safety inspection of your boiler. Any additional appliances you require servicing can be undertaken on the same visit, but will be charged at our standard rate less 20%.

### **What is not covered on your heating system:**

- Replacing parts of your boiler if our Engineer deems it beyond economical repair.
- Removing sludge or hard water scale from the boiler or system (see the Power Flushing section under 'About your cover').
- Replacing your boiler, unless it is uneconomical not to do so, or parts are no longer available. In which case we would quote for a new appliance and give a £500 discount towards the cost.
- 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 designed for piped or electric under floor heating.
- Replacing Internet smart controls, RF programmers/RF room thermostats.
- Replacing designer/towel or non-standard radiators, however, we will replace standard radiators and radiator valves.
- Boiler Mate or similar Internal products.
- Unvented cylinders over 10 years old.

### **Plumbing exclusions:** The following are not included in your cover:

- Repairing or replacing taps.
- Repairing or replacing non-standard washers or inserts/cartridge's in taps.
- Repairing or replacing the mains colds water stopcocks, water softeners, limescale devices, shower pumps and mixer valves, electric showers, combined overflow and pop up waste mechanism, mechanical pumps, water filters, swimming pools, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.
- Any domestic appliances.
- Items in the general exclusions.
- Repairing drainage pipes and waste pipes (for example, unblocking sinks, waste drains).
- Wet or electric underfloor heating manifolds, pipe, cable or electronic components.
- Oil storage tanks (either repair or replacement), including level gauges, filters, lift pumps, de-aeration devices or fire valves.
- Repairing or replacing any lead or steel pipes.

**General exclusions:** Your cover does not include the following:

- Claims outside the period of cover (The period of cover is shown on the cover schedule and does not commence until 30 days following the date of application of cover and after a safety & energy efficiency check has been completed).
- Design or existing faults - we will not include the cost of repairs needed because of design faults (unless Durham Gas Services Ltd are responsible), or faults which existed before you entered into cover.
- Third-party or accidental damage - we will not include the cost of repairs relating to damage caused by you or someone else.
- Indirect losses caused by the breakdown - we will not include loss or damage to property (including any cleaning needed) or any other type of loss caused by the appliance, boiler or system to which this policy relates breaking down or leaking (for example, damage to furniture caused by water leaks). If access has to be made to your appliance boiler or system, we will not repair or 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 – we will not include the cost of repairing faults, or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood, earthquake or storm. You should check your household insurance to make sure your home has enough cover for these risks.
- Replacing appliance, bathroom features, showers and sanitary ware (apart from boilers as described earlier).
- 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 or vents which do not meet current standards, and replacing working radiators and improved models (these are examples only, not complete list). You may need to have improvements carried out before we are able to complete other repairs to your system.
- Replacing or repairing parts which do not affect how the system or appliance works or decorative or specialist parts.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
- Repairing faults or cleaning physical blockages (blockages such as rubble, sludge and scale, but not air locks), if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only inform you of this if in our opinion, it is necessary.
- Removing asbestos associated with repairing the appliance or system. When you have had any asbestos removed you must give us 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 clean-air certificate.
- Cash alternatives for repairs.

- Repairing any damage caused by our work or redecorating, unless we have been negligent.
- Repairing or replacing any lead, steel or central heating iron pipes.
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Commencing and/or continuing services where we reasonably consider that there is a health and safety risk including; the presence of hazardous materials; infestations; or harassment of our personnel. We will not recommence work until Health and Safety risk has been rectified to our satisfaction.
- Repairs (such as to your heat exchanger) that are required due to the build-up of sludge or other debris.
- A claim which occurs during the period of cover where the home is left unoccupied for more than 30 days.

**Requesting assistance:** (How to claim) First check the circumstances are covered. Having done this telephone Durham Gas Services Ltd; stating your cover number on: 01777 702684\*. If you require a Security Password or have any special needs, please notify the Helpline at the time you call. Our engineers will only attend where an adult of 18 years of age or over is present.

**\*\*MAJOR EMERGENCIES WHICH MAY RESULT IN SEVERE DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID EMERGENCY SERVICE ON 0800 111 999.**

**About Your Cover:** This cover only covers appliances used inside your home for domestic purposes. Your home is the address notified to us when you applied for cover and that appears on your schedule. Cover does not transfer when you move address.

Information to be provided - You must provide us with the full boiler Make and Model and confirm that your boiler and gas central heating system (where appropriate) is in good working order with no water leaks before we accept your boiler and gas central heating system onto cover. We will confirm these items to you.

**Governing Law:** Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or; if you live in Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

**Payments:** Following your first payment, (usually by direct debit) payments for your cover will fall monthly. All our charges are inclusive of relevant taxes at prevailing rate. We will charge you £10 for any failed Direct Debit payments and take a double payment on the next collection date.

Annual Service – Durham Gas Services Ltd endorses the Health and Safety Executive’s recommendation that heating appliances are maintained regularly and serviced annually. This is included within the cost of your cover.

**Safety Advice:** We may advise that permanent repairs or improvements are required to ensure your appliance or system works safely; for example, to comply with gas safe regulations. If you do not follow our advice, it may result in us being unable to fulfil our obligations of your proposed cover. In this case, your cover will continue to run unless you tell us you would like to cancel or if we cancel (see 'Cancellations Provisions')

**Spare Parts:** We endeavour to attend to and repair your boiler/heating faults as efficiently as possible. In some circumstances however, spare parts may need to be sourced from our suppliers to enable a full repair of your system. This may result in a short delay in rectifying the fault and may require a return visit. This will not be classed as a separate visit but will be included in the same callout.

**Labour:** A Durham Gas Services Ltd engineer will usually carry out the work. In some cases, we may authorise a suitable, qualified contractor to carry out the work. Full disclosure will be provided in these circumstances.

**Approved equipment:** We only undertake work on appliances, energy-management systems and plastic pipes which are on our approved list.

**Third-party rights:** No one other than you will be able to benefit from this cover. Cover cannot be passed to someone else without our agreement.

**Getting to your system:** We include the cost of getting to your system (parts and labour) up to £500 (including VAT) for each job, for example, pipes under floor boards. We do not include the cost of getting to your system (Parts and labour) where your system is inaccessible due to design or fault; or pipes buried in concrete floors, in walls or built in appliances.

**Our responsibilities:** We will meet our responsibilities under this cover within as reasonable time, unless it is impossible because of circumstances outside our control. We do not operate a service out of normal working hours, on weekends or on Bank Holidays.

**Guarantees:** Any guarantees do not affect your legal rights under Sales 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.

**Appointment Times:** Durham Gas Services Ltd lets you choose the time that suits you from AM (8am-1pm) or PM (12 noon-4pm) Monday to Friday.

**Power Flushing:** We use Power flushing equipment and filters to clean heating systems to remove sludge and other waste from central heating systems. If we recommend that your system requires cleaning with Power Flushing, this shall be undertaken with your agreement, but would incur an additional cost (Quotation provided prior to works). Our engineer's will also advise you if other works are required to be eligible for cover and avoid future problems. We may suggest you correct any design faults that might cause problems prior to beginning the plan. This work can increase the life of your system and improve efficiency. When a repair is needed due to sludge, for example; damage to pump, valves or radiators, we will attempt to carry out the repair excluding the use of Power Flushing. This again would result in an additional fee being charged if accepted.

**Complaints Procedure:** We aim to provide a first-class service at all times. However, if you have a complaint regarding the standard of service you have received under your cover, the following procedure is available: In the first instance, please write to Durham Gas Services Ltd (our address will be on your cover schedule. Alternatively telephone us on 01777 702684 \* or you can email us at;

[enquiries@durhamsheating.co.uk](mailto:enquiries@durhamsheating.co.uk). We aim to respond to your complaint within 24 hours and to have resolved the issue by four weeks from the day we receive your complaint. If we cannot give you a final decision within four weeks, we will explain why and inform you when we hope to reach a decision.

**Cancellation Provisions:** Cancellation by the Covered Person – You have the right to cancel any cover either in writing or telephoning us within 14 days of the receipt of these terms and conditions. If you cancel during this period, we will refund to you any premium you have paid. If you subsequently give notice in writing or by telephone to cancel this cover other than at the renewal date, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the latter. Unless you have made a claim in the current cover year, we will give you a refund based on how long is left of any 12-month advance or Direct Debit payments. Where you have made a claim, we may charge an amount to cover the cost of the services provided up to the amount of £200.00.

**Cancellation by us:** We may give you 14 days' notice of cancellation of this cover by letter to you at your last known address in the following circumstances:

- If you have given false information.
- If you do not make the agreed payments.
- If we have advised you that permanent repairs or improvements are needed to make sure your appliance or system work properly, and you do not follow our advice within reasonable period. This advice may be including replacing your boiler or system.
- If your appliance or system is not on our approved list or we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the cover to continue.
- If we cancel your cover because we have told you that permanent repairs or improvements are needed, we may offer you another cover with us, for example, one which will not include parts causing the problem, or does not include the cost of repairs to your system or boiler.

Premium position upon cancellation by us: If premium has been paid for any period beyond the date of cancellation of this cover, the relevant pro-rata portion of this premium will be refunded to you or your estate. Where we have cancelled your cover as your appliance or system is not on our approved list or where we are not reasonably able to find parts to keep your system or appliance working safely, we will refund any premium paid during the current period of cover.

Effective time of cancellation: This policy shall cease at 00:01 hours Greenwich Mean Time on the day stipulated in any notice of cancellation sent by us or the day following the last day of the period cover for which the premium has been paid; whichever is earlier.

**Using personal information:** We or our agents may use information about to:

- Identify you and when you contact us so that we know exactly who we are speaking to;
- Offer you accounts, services and products from time to time (we may do this using an automatic scoring system, which also uses information about you from other agencies including credit reference agencies);
- Contact you about improving the way we run, any accounts, services and products we have provided before now or may provide in the future (we may also contact you by email or text message if you have given us these contact details);

- Create statistics, test computer systems, analyse customer information and create marketing opportunities;
- Help to prevent and detect fraud or loss;
- Contact you in any way (including by post, email, phone, text, or multimedia message, or visiting you) about products and services we offer.
- To provide services you have asked for;
- As part of selling one or more of our businesses; (we reserve the right to transfer your policy at any point to another business or provider)
- To help to prevent and detect debt, fraud, or loss (for example, by giving this information to a credit reference agency). If you do not pay your debt, we may transfer your debt to another organisation and give them details about you and your debt;
- If we have been asked (for example by Ofgem or a lawyer) to provide information or regulatory purposes;
- As part of current or future legal action;
- We may also use your information to help train staff. We may also monitor and record any communications we have with you (including phone conversations and emails) to make sure that we are providing a good service and to make sure we are meeting our legal regulatory duties.

\*Lines open 8.30am-4.30pm, Monday-Friday (an answer phone service may operate at times outside normal working hours)