

Comfort Boiler & System Care Terms and Conditions - effective from 25/01/2018

This package provides a repair service in relation to gas central heating system faults and breakdowns.

This package also includes an Annual Gas Boiler Service and System Health Check.

Important information concerning your agreement has been highlighted.

A. KEY QUESTIONS

How do I arrange a callout?

1. If an incident occurs at your property, which is covered by your agreement, please call our contact number shown on your agreement and we will arrange for the fault to be dealt with in accordance with the terms and conditions of agreement.
2. Callouts must be made by you or a person calling on your behalf. We will not be able to cover the costs of any work carried out by persons not authorised by us in advance.
3. Please have your agreement number ready when you call. The engineer may also ask to see your agreement when he/she arrives at your property.

How long is my agreement for?

Your agreement will continue for the period of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel your agreement, and these are set out below under the heading 'how can my agreement be cancelled'. Our cancellation rights are also set out below under the headings 'How can my agreement be cancelled' and 'What if I miss a payment'.

How can my agreement be cancelled? Only the named person(s) on the agreement or an authorised representative of the named person(s) should call or write to cancel. Please make sure you contact us to cancel your agreement so that we do not attempt to collect any future payments.

Your agreement may be cancelled in the following circumstances:

1. You may cancel this agreement for any reason and at any time by writing to us at our registered address or contacting us on the number shown on your agreement.

B. AGREEMENT COVERAGE

GAS CENTRAL HEATING BREAKDOWN

2. Home Comfort Smart Energy Solutions LTD may cancel by giving you at least 7 days' notice in writing to the last address provided to us if you are seriously in breach of the terms of your agreement. Examples of a serious breach include: failure to make a payment despite contact from

us; failure to provide complete and accurate answers to the questions we ask or if you use threatening or abusive behaviour towards our engineers or staff.

3. Home Comfort SES Ltd may also cancel your agreement in any specific circumstances stated in the Agreement Coverage section.

4. Home Comfort SES Ltd may cancel this agreement if you fail to provide accurate and complete information. The 28 day cancellation period shown on your agreement schedule includes the statutory 14 day period which commences on the start date of your agreement or 14 days from the date you receive your agreement documentation, whichever is the later. Depending on when you cancel and whether you have made a claim any refund may be calculated as follows:

a. If you cancel your agreement within the cancellation period and you have not made a call out or received an Annual Service Visit, you will receive a full refund of any monies paid.

b. If you cancel your agreement after the cancellation period and you have not had a call out, you will receive a refund of any monies already paid to us for the remaining period after your agreement has ended (calculated daily). If you pay monthly your agreement will be cancelled at the end of the monthly period you are in at the time you notify us of your wish to cancel. You will continue to benefit from Comfort Care until the date your agreement is cancelled.

c. If you cancel your agreement and you have had a call out (including within the cancellation period) you will not receive a refund - we will retain all monies you have already paid to us and invoice you for any costs incurred for the call out over and above monies previously paid through your agreement.

What if I miss a payment?

If you fail to make a payment of on the due date, your agreement may be suspended and you will not be able to make a call out. Home Comfort SES Ltd will notify you in writing within 5 working days of the date on which a payment was due if you fail to make a payment. If you do not pay the requested amount within 30 days of the due date, your agreement will be cancelled. You will remain liable for any due and outstanding costs for the period up to the date of cancellation. If you want to make a call out under your agreement whilst your agreement coverage is suspended, you will be required to pay any outstanding monies before an engineer will be despatched to your property. When your agreement is cancelled, you will need to pay any outstanding monies to us.

What if I change address?

You are responsible for informing Home Comfort SES Ltd of a change of your address so that your agreement can be transferred to your new property. Please phone us on the contact number shown on your agreement or write to Home Comfort SES Ltd, to advise us of your new address. We will check with you whether your agreement is appropriate for your new property before it is transferred. If you have a agreement that includes gas boiler and/or gas central heating we will organise for a boiler health check to take place at your new property. Please review the 'Boiler Health Check' (BHC) section to understand what this means. If the boiler in your new property passes the boiler health check, the section 'Obsolete Parts and BER - first 6 months' will apply from the date your agreement was transferred to your new property.

How do I renew?

Home Comfort SES Ltd will contact you in writing before your agreement expires to arrange the renewal of your agreement. At the same time we will review your agreement and advise you of your renewal amount. Your call out history will be considered as part of your new agreement review. We reserve the right to adjust your monthly payment to reflect any changes in the rate of tax applicable to it. Home Comfort SES Ltd reserves the right to refuse renewal of any individual agreement and we will inform you before your agreement expires if we choose to do so. If you do not wish to renew your agreement please give us a call on the contact number shown on your agreement schedule before the agreement start date.

How can I complain?

Only the named agreement holder(s) or an authorised representative can make a formal complaint. If you wish to register a complaint, please contact us in writing at Customer Relations Department, Home Comfort SES Ltd, 31 Ardbeg Rd, Motherwell, ML1 4FE or by calling us on the contact number shown on your agreement. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible.

Agreement Coverage

If you think you have a gas leak (i.e. it is an emergency), you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

If your property is a flat, any issues relating for any elements you do not have responsibility for; such as communal areas are not covered.

Boiler and central heating system: the boiler includes the isolation valves, all manufacturer's fitted components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls, chimney structure/flue and expansion cistern.

The central heating system includes radiators, radiator valves, interconnecting pipework, feed & expansion cistern and if applicable, the hot water cylinder, its associated pumps, controls and immersion heater.

Beyond Economical Repair (BER) (applies to the boiler only): Upon making a call out, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be BER.

Obsolete parts: Home Comfort SES Ltd uses reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all Home Comfort's stockists or that parts may be available but will take longer than 28 days to source, Home Comfort SES Ltd will

not be able to complete your repair. Please refer to obsolete parts section for details of what Home Comfort SES Ltd will do in these situations.

What is Covered?

A leak within or breakdown of your boiler and central heating system. Repairs will be dealt with by a Gas Safe registered engineer who will repair or replace the relevant part or parts of your boiler/and central heating system.

Examples of call outs covered

A breakdown of the boiler and central heating system

Repair/replacement of a leaking water tank or cylinder and any pumps and controls associated with it

Replace leaking radiator or radiator valve

Replace heat exchanger

Replace boiler zone valve

Attempt to repair boilers which make an excessive noise

Repair/replacement of an immersion heater

Gas Central Heating – There is no limit to the amount we will pay for a boiler and/or central heating system repair, providing your boiler is not BER. – No limit to the number of repairs

Permanent reinstatement: We will not be held responsible for the reinstatement of any hard flooring or plasterwork.

Boiler Health Check: (BHC) Your agreement includes provision for a BHC (including a boiler service), in the first year of your agreement (or if you change address). We will carry out a BHC of your boiler and/or central heating system within the first 60 days of the start date of your agreement to assess whether your boiler passes our criteria. We will contact you to arrange a BHC of your boiler and/or central heating system, if we are unable to make contact with you, we will issue three letters to advise this is due. If we are unable to carry out the BHC we may not cover your boiler and/or central heating system until the BHC has been completed and you will have to resolve any issues on your boiler and/or central heating system at your own cost. If you report a problem with your boiler and/or central heating system before we have completed the BHC, we will carry out this when we attend to assess the problem with your boiler and/or central heating system. Your boiler and/or central heating system will need to pass our criteria before we carry out a repair. If during your BHC we identify any of the below faults, your boiler and/or central heating system will not pass its BHC and we will be unable to offer any cover for the boiler and/or central heating system; Pre-existing problems Does not meet our eligibility criteria maintenance work is required The boiler is one that we are unable to service or source parts for the condition of the boiler and/or central heating system does not meet our required standard. In the event that one of the above is identified, it is your responsibility to get the necessary work completed so that the cover for your boiler and/or central

heating system can be reinstated. We will advise you of what work needs to be completed, by when and, where possible we will provide you with a quote to complete the necessary work, if you wish for us to do this. To avoid paying for cover that you no longer have, you should get the necessary work completed as soon as possible. If an external company undertakes this work for you, please provide us with evidence in writing of the work having been completed in order for us to reinstate your agreement. If the required work is not completed, we may provide a different level of agreement without gas central heating cover or cancel your product. Any payments will be adjusted accordingly or a refund of any payments already made will be issued (calculated daily).

What isn't Covered? (see also the General Exclusions)

- a) For new Customers only: boilers that require specialist work such as; Ideal Istor, Chaffoteaux Britany Combi, Servowarm: Savannah, Select, Sorrento, Supreme, XLF, Saxon and Elite models, all Gledhill and Ferroli models;
- b) Elson tanks, thermal storage units (e.g. Gledhill Boilermate and or Potterton Powermax and HE models) or their controls;
- c) separate gas heaters providing hot water;
- d) LPG gas/oil systems;
- e) warm air heating system;
- f) under floor heating and its associated pumps and controls;
- g) fan convector heating;
- h) heated towel rails;
- i) dual-purpose boilers (e.g. AGA, Rayburn); j) combined heat and power systems;
- k) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;
- l) any other gas supply pipe or appliance (with the exception of gas fires forming part of a back boiler);
- m) a breakdown when an engineer has previously identified that remedial/maintenance work is required to prevent a future breakdown;
- n) any part of the boiler and/or central heating system which is not possible for the engineer to work on safely;
- o) parts of the boiler and/or system where it is impossible or impractical to access because of its position such as the boiler is inaccessible due to the installation of fitted units;
- p) frozen pipes within the system which have not resulted in a leak or permanent blockage;
- q) adjustment of timing and temperature controls;

r) venting of radiators;

s) repairing or a like for like replacement of a non-standard radiator (e.g. cast-iron, decorative, customised, or those which curve with the profile of a wall);

t) repairing or a like for like replacement of an internet connected controls, thermostats & valves. In the event that a replacement is required to resolve a breakdown, our choice of parts will be fitted;

u) solid fuel heating systems;

v) electrical heating systems;

w) central heating pipework that is more than 35mm in diameter and/or made of steel;

x) the gas supply pipe before the meter (because it is the responsibility of the National Grid)

ANNUAL GAS BOILER SERVICE

Obsolete parts – Home Comfort Smart Energy Solutions LTD use reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all Home Comfort's stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair. Obsolete parts and BER - first 6 months – If upon calling us out during the first 6 months of cover your boiler is deemed to be BER or the parts required to fix your boiler are obsolete, you will be transferred to a similar agreement without cover for your gas boiler. Your agreement will be adjusted accordingly and a proportionate refund (calculated daily) in respect of the difference between the charges for your old agreement and the charges for your new agreement, will be given with respect to any annual and quarterly payments that have been made in advance. If your agreement is paid monthly you will not receive any refund and the new charges shall take effect from your next monthly payment. If a similar agreement without gas central heating is not available, your agreement will be cancelled. Obsolete parts and BER - after 6 months – If upon calling us out after the first 6 months of your agreement your boiler is deemed to be BER or the parts required to fix your boiler are obsolete and the boiler is less than 7 years old, we will source, replace and install a new boiler. If the boiler is deemed beyond economical repair and is 7 years or older, we will source, replace and install a new boiler but you will be required to pay the installation costs. We will provide for you, a quote for this work. The new boiler will provide the same heating and hot water requirements as your existing boiler and will match your existing type of boiler e.g. a combination boiler will be replaced with a combination boiler and a 'heat only' boiler will be replaced with a 'heat only' boiler. System upgrade costs are therefore not included. We cannot guarantee the same make or model or that the replacement boiler will be fitted in the same place. Replacements will meet all current statutory requirements. If we are unable to contact you once your boiler has been deemed BER, we will write to inform you, giving you 14 days to contact us to advise us if you wish to proceed with a replacement boiler and installation with Home Comfort. Once your boiler has been replaced or if you have not contacted us, you will be transferred to a similar agreement without cover for your gas boiler. Your payments will be adjusted accordingly and a proportionate refund (calculated daily) in respect of the difference between the charges for your old agreement and the premium for your new agreement, will be given with respect to any annual that have been made in advance. If your agreement is paid monthly you will not receive any refund

and the new agreement shall take effect from your next monthly payment. If a similar agreement without gas central heating is not available, your agreement will be

Maintenance work – The engineer, when dealing with your system may complete the repair but diagnose that additional maintenance work is required to your boiler and/or central heating system in order to prevent a future breakdown. For example; maintenance work can include circumstances where there is a build up of sludge/scale/rust resulting in your boiler/and central heating system needing cleaning. As this maintenance work is not covered under this agreement, it is your responsibility to have it completed. We will notify you and confirm by letter that this work needs to be completed. Until the maintenance work is carried out we will be unable to offer any cover for the affected part of your system. To avoid you paying for cover you no longer have, you should get this maintenance work completed as soon as possible. Please provide us with evidence in writing of the work having been completed in order for us to reinstate your agreement.

Your product includes provision for an Annual Gas Boiler Service. The Annual Gas Boiler Service will be completed in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer's instructions for your boiler. Please make sure that you have the manufacturer's instructions available for the engineer when he/she attends.

What is included?

A full inspection of the entire chimney structure (more commonly known as the flue).

Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger

Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes

Checking the integrity of all seals and gaskets

Ensure that any condensate traps and drains are free from debris

Testing the appliance in accordance with the manufacturer's instruction to ensure:

- The heat input and/or operating pressure are correct
- The effectiveness of the flue
- That all ventilation requirements are to current standards
- The correct operation of all safety devices and that the boiler is safe for continuous use

A final combustion analysis and measurement against tolerances set by the manufacturer's instructions

A test of all disturbed gas connections

Carry out functional testing of heating and hot water

A visual inspection of any other encountered gas appliances

Written/Emailed notification of any gas safety defects which may affect the safe operation of your appliances

An assessment of your current heating controls and best practice advice regarding energy efficiency

The servicing of a system filter (if there is already one in place). We will however not repair or replace a system filter.

What isn't Included?

- a) Any maintenance or remedial work that is not part of the boiler service;
- b) A test of the gas installation pipe work, unless there is a known or suspected escape of gas.

If during your Annual Gas Boiler Service we identify a fault, we will carry out a repair under your agreement. Where safety defects are identified, we will follow the current Gas Industry Unsafe Situation Procedure. This may mean that the boiler cannot be used until the issues are rectified.

When will my Annual Gas Boiler Service happen?

Your Annual Service will usually be completed between April and September (except in the first year when your service will be completed alongside the BHC). When your Annual Gas Boiler Service is due, we will make up to 3 attempts to contact you to arrange the service. If we are unable to make contact with you and therefore cannot complete your Annual Gas Boiler Service, you will not be eligible for a refund of the Annual Gas Boiler Service element of your cover. You can however contact us to arrange the service within the remaining period of agreement.

C. IMPORTANT INFORMATION

General Definitions Certain words within these terms and conditions have a particular meaning, as shown below. Each time we use these words they will have the same meaning wherever they are used in your agreement: **Breakdown:** A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working. **Cancellation period:** The number of days, after your agreement start date, during which you can cancel your agreement and receive a full refund unless you have made a claim. This is shown on your agreement schedule. **Claims limit:** The maximum amount that we will pay for each repair as set out in the relevant agreement coverage section of this agreement. Any repair limit referred to in this agreement includes labour, materials and VAT, as applicable. **Engineer(s):** The person(s) employed and/or authorised by Home Comfort SES Ltd to deal with your incident.

Property: The private home, garage and domestic outbuildings (excluding sheds, greenhouses, non permanent structures) within the property boundary at the address shown on your agreement. If the property covered under this agreement is a flat, communal or service duct areas are excluded. The extent of your property will be that which is wholly within your control and you are wholly responsible for. Please see the sub-section 'Property Eligibility' in the 'General Conditions' section.

We/us/our: Home Comfort SES Ltd, its authorised agents and engineers, unless otherwise stated.

You/your: The person(s) who has the benefit of this agreement.

General Exclusions

The following are also excluded from cover and therefore we will not be liable for any of the following:

- a) any item not forming part of your agreement coverage as detailed in 'What is Covered?';
- b) any event, loss or damage arising from circumstances known to you before your agreement start date;
- c) any costs/activities in excess of the call out limit or any other limit specified in 'What is Covered?'. You are responsible for agreeing and settling these costs directly with us;
- d) any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this agreement other than those direct costs expressly covered by this agreement, unless caused by our negligence or that of our agents and suppliers, including the failure to search all of our stockists for a spare part;
- e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall;
- f) instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines;
- g) repairs which put the health and safety of our engineers at risk e.g. where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place;
- h) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this agreement, which does not comply with British Standards;
- i) the costs of any work carried out by you or persons not authorised by us in advance;
- j) any parts not supplied and chosen by us. Subject to any applicable regulations, our engineer can fit an alternative part (that complies with British Standards) supplied by you at the time of the visit (e.g. a switch or tap) however this part will not be guaranteed. Our engineer will not fit alternative parts supplied by you where the repair relates to the gas supply or the central heating system;
- k) normal day-to-day maintenance of the items covered by your agreement at your property, for which you are responsible;
- l) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- m) any loss arising from subsidence, heave of the site or landslip caused by: - bedding down of new structures; - demolition or structural repairs or alterations to the property; - faulty workmanship or the use of defective materials; - river or coastal erosion;

n) any loss or damage arising as a consequence of: - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;

o) loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property, for example a power cut to your neighbourhood;

p) any investigative work, where the incident which caused you to call out an engineer has already been resolved;

q) any incidents where the root cause of the problem stems from a communal area that you do not have sole responsibility for

General Conditions

Our guarantee under this agreement, the workmanship and any part(s) used by us to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out.

Parking restrictions when making a call out, you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to your property. Where no parking is available, this may affect our ability to service your request.

Creating access Upon arrival at your property, the engineer will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. Unless stated in the 'What is Covered?' sub-sections of the Agreement Coverage section, this agreement does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your repair until you have arranged for access to be made.

Property eligibility This agreement is for homeowners (of both houses and flats): The property (house, apartment or flat) must be your permanent home and owned and solely occupied by you and your family as a private residence with no business use, and excludes communal or service duct areas (for apartments and flats). Retail, commercial and other premises used for business are not eligible for this agreement, and council and housing association tenants will not need this service. Mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered. This agreement only covers one boiler. If your property has more than one boiler, a separate boiler breakdown agreement will be required to cover the second boiler. If applicable, please contact us to arrange care for a second boiler. The boiler(s) at your property must have a total power input of less than 70 KW and the central heating pipe work must be 35mm or less in diameter. It must be fuelled by natural gas (and not LPG, electric, oil or solid fuel). Your property must not be heated by

one of the following: a) a dual purpose boiler e.g. Aga, Rayburn b) a warm air heating system c) a thermal storage unit d) an Elson tank e) ground/air source system f) solar/thermal power g) combined heat and power system Please check that you do not have cover elsewhere before taking out this agreement to avoid overlapping cover with another provider. All correspondence will be in English.

1. This agreement is sold, arranged and administered by Home Comfort SES Ltd.
2. Home Comfort SES Ltd will agree service standards for the delivery of your provided agreement.
3. Home Comfort SES Ltd will collect the monthly payment in accordance with your instructions.
4. Home Comfort SES Ltd will only amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your agreement, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can my agreement be cancelled?'
5. Despite the provisions of 1 above, Home Comfort SES Ltd will write to you, if in the future it enters into an agreement with a new service provider for all or part of your agreement, to confirm the details of the new provider and give you details of any changes to the terms and conditions of your agreement. These changes would be effective upon renewal of your agreement from your new agreement start date. You hereby authorise Home Comfort SES Ltd to transfer any personal data to a new provider, including data defined as 'sensitive personal data' under the Data Protection Act 1998, and consent to the new provider being able to offer continuation of cover to you. If at any time you wish to withdraw your agreement to this, please let Home Comfort SES Ltd know by calling the contact number shown on your agreement.
6. Despite the provisions of 1 above, Home Comfort SES Ltd will write to you, if in the future it transfers in full or in part the arranging and administration of your agreement to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. These changes would be effective upon renewal of your agreement from your new agreement start date. You hereby authorise Home Comfort SES Ltd to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let Home Comfort SES Ltd know by calling the contact number shown on your agreement schedule.