



**THE BOILER
COMPANY**

Terms and Conditions

DEFINITIONS

In these Terms and Conditions the following words and phrases will have the following meanings:

Annual Service – the yearly inspection, comprehensive service and safety check of Your Equipment.

Beyond Economical Repair – when We estimate that the Repair Your Equipment could cost more than its current value or where the parts required to fix it are not readily available to Us.

Boiler – the single gas/LPG domestic boiler within Your Property that We have agreed to service under this Boiler Cover Plan. Must not exceed capacity of 70kw.

Boiler Controls – the cylinder time control, cylinder thermostat, circulating pump and motorised valves within Your Property that We have agreed to service under this Boiler Cover Plan.

Boiler Cover Plan – the agreement between You and Us to carry out the servicing on Your Equipment (see section 2).

Breakdown – the complete loss of hot/cold water, the complete loss of heating or a leak from Your Equipment.

Call-Out – when We attend the Property on Your request in the event of a Breakdown (or alleged Breakdown).

Central Heating System – the radiators, central heating pipes and cylinder within Your Property that We have agreed to service under this Boiler Cover Plan.

Exclusion Period – the initial period of Your Boiler Cover Plan when You are not able to request a Call-Out.

Equipment – the Boiler, Central Heating System and/or Plumbing (depending upon which Boiler Cover Plan You have chosen).

Gas Safe – the official gas regulatory body for the United Kingdom. By law all gas engineers must be Gas Safe Registered.

Gas Service Record – the comprehensive report We provide You upon the completion of Your Annual Service.

Internal Plumbing – the hot/cold water pipes and joints, the cistern and the stop tap within Your Property that We have agreed to service under this Boiler Cover Plan.

Money-Back Guarantee – the period We allow You to cancel Your Boiler Cover Plan and receive a full refund.

Payment Plan – the method You have chosen to pay for your Boiler Cover Plan (inc. Direct Debit, Standing Order).

Property – the residential dwelling, within the United Kingdom, where Your Equipment is situated.

Repair/s – the work We undertake as a result of Your Call-Out (including call-out fees and labour costs).

Renewal Date – the date on which Your Boiler Cover Plan will automatically renew, stated on Your Boiler Cover Plan documents.

Servicing Period – the 12-month period beginning from the Start Date of Your Boiler Cover Plan.

Start Date – the date on which Your Boiler Cover Plan commences, stated on Your Boiler Cover Plan documents.

Sub-Contracted Engineer – a third party engineer authorised to carry out the servicing on Your Equipment.

We/Us/Our – UK Boiler Company Ltd. (Company Registered Number: 09078640), 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

You/Your/Boiler Cover Plan Holder – the person(s) whose name is registered to this Boiler Cover Plan.

BOILER COVER PLANS

Starter Boiler Cover plan includes:

- Your Boiler and Your Boiler Controls
Annual Service
- Gas Service Record
- 24-hour, 7-day a week emergency hotline
- Unlimited Call-Outs, no Call-Out charges
- Labour involved in Repairs
- Gas Safe registered engineers

Classic Boiler Cover plan includes:

- Your Boiler and Your Boiler Controls
Annual Service
- Gas Service Record
- 24-hour, 7-day a week emergency hotline
- Unlimited Call-Outs, no Call-Out charges
- Parts and labour involved in Repairs
Gas Safe registered engineers

Deluxe Boiler Cover plan includes:

- Your Boiler and Your Boiler Controls
- Your Central Heating System
Annual Service
- Gas Service Record
- 24-hour, 7-day a week emergency hotline
- Unlimited Call-Outs, no Call-Out charges
- Parts and labour involved in Repairs
Gas Safe registered engineers

Premium Boiler Cover plan includes:

- Your Boiler and Your Boiler Controls
- Your Central Heating System
- Your Internal Plumbing
- Annual Service
- Gas Service Record
- 24-hour, 7-day a week emergency hotline
- Unlimited Call-Outs, no Call-Out charges
- Parts and labour involved in Repairs
- Gas Safe registered engineers

Boiler Cover plans exclude:

- Any Repair not forming part of the "Boiler Cover Plans include" section
- Any Repair relating to the initial installation of Your Equipment or any existing fault before this Boiler Cover Plan was taken out
- Any resetting or adjusting of time and temperature controls (internal or external)
- Any adjustment to the pressure of Your Boiler after We have adjusted it once
- Any Repair when an engineer has previously identified that maintenance work is required to prevent a future Breakdown
- Any Repair relating to a lack of or variation of the gas, water or electricity supplied to Your Equipment
- Any Repair that is a result of Your Boiler not being serviced within the last 12 months. A copy of Your service documentation may be required for Our records
- Any Repair relating to sludge, scale, rust or corrosion within Your Equipment, or damage caused by corrosive water or water with a high chemical content
- Any Repair relating to damage from fire, lightning, floods, storms, frost, explosion, impact or other extraneous cause.
- Any Repair relating to negligence, misuse or third party interference to Your Equipment
- Any Repair relating to flues or flue liners internal or external of the Property (including replacement of flues)
- Any Repair involving difficulties accessing Your Equipment. Including but not limited to: the fabric of the building, lifting of laminated, wood or specialist flooring

- Any Repair of damage or redecoration that may be needed, unless We have been negligent
- Any upgrades or improvements You may want/are required to bring Your Equipment up to current standards or legislation
- Any Repair that involves contact with asbestos in order to complete.
- Any Repair of Your Equipment once deemed Beyond Economical Repair.
- Any Repair when there is risk to the safety, security or wellbeing of any of Our staff, engineers or Sub-Contracted Engineers (including but not limited to; threatening, aggressive or abusive behaviour/language)

GENERAL CONDITIONS

- You can only request a Call-Out in the event of a Breakdown.
- Each Boiler Cover Plan can receive a maximum discount of:
£250 (STARTER SERVICE)
£500 (CLASSIC SERVICE)
£750 (DELUXE SERVICE (£250 only for Your Central Heating System))
£1000 (PREMIUM SERVICE (£250 only for Your Central Heating System, £250 only for Your Internal Plumbing))

upon Repairs to Your Equipment for the duration of Your Service Period.

- If Your Boiler is deemed Beyond Economical Repair, We will provide You with a discount of:
 1. £500 off a new Boiler when Your Boiler is less than 7 years old,
 2. £250 off a new Boiler when your Boiler is more than 7 years old,
 Minus the discount provided on any Repairs already completed. We may require Your installation documentation to confirm the age of Your Boiler
- The failure of the heat exchanger will mean Your Boiler will be deemed Beyond Economical Repair
- If We cannot Repair Your Boiler due to availability of parts, We will deem Your Boiler Beyond Economical Repair
- Dependent on engineer availability a Sub-Contracted Engineer may be used. Any work authorised to a Sub-Contracted Engineer is an agreement between You and that Sub-Contracted Engineer. You authorise Us to act on Your behalf when instructing any work to be carried out
- We will send You a reminder letter to book Your Annual Service 6 months into your Service Period. If We don't hear back, We wont make another attempt. It is your responsibility to arrange your Annual Service and to ensure We receive a copy of Your completed Gas Service Record following completion of Your Annual Service
- We maintain a 30-day Exclusion Period for new Boiler Cover Plans. For renewed Boiler Cover Plans no Exclusion Period will apply
- New Boiler Cover Plans opting to pay on a monthly basis are only entitled to a maximum discount of £100 in the first 60 days and £250 in the first 90 days upon Repairs to Your Equipment

- Prior to the end of Your Boiler Cover Plan, We will send You Your new Boiler Cover Plan, to let You know about any changes in the next year. Your Boiler Cover Plan will automatically renew for another year, on Your Renewal Date, unless You confirm You do not wish to renew in writing or via telephone
- You must not instruct an engineer to carry out any Repair without Our authorisation. You must promptly pay Us or an approved engineer for any Repair that is not included in this Boiler Cover Plan
- We reserve the right to terminate Your Boiler Cover Plan immediately if You incur any default on Your agreed Payment Plan
- It is Your responsibility to let Us know if You move Property or make any modification to Your Equipment
- Your full compliance with the terms and conditions of this Boiler Cover Plan is necessary before a Call-Out or Service request will be processed
- Other than You, no other person can benefit from Your Boiler Cover Plan

CANCELLING YOUR BOILER COVER PLAN

- Each Boiler Cover Plan comes with a 14-day Money-Back Guarantee. You may cancel Your Boiler Cover Plan at any time within the allotted 14-day Money-Back Guarantee period and receive a full refund. After Your Money-Back Guarantee period You cannot cancel Your Boiler Cover Plan until the completion of Your agreed Service Period as stated on Your Boiler Cover Plan documents
- To cancel Your Boiler Cover Plan You must inform Us over the telephone or in writing of this intent. Once We have agreed You are eligible to cancel You will be informed to cancel Your Payment Plan. Only once the Payment Plan has successfully been cancelled by You will Your application to cancel Your Boiler Cover Plan be accepted
- As this is a 12-month contract, if You cancel Your Payment Plan before the end of Your Service Period this will leave an outstanding balance on Your Boiler Cover Plan. We reserve the right to charge reasonably for costs incurred by Us, whether administrative or legal, in recovering any outstanding amounts due from You

LEGAL CONDITIONS

- All prices stated are inclusive of VAT
- For the avoidance of doubt, this is an agreement for the provision of specific services provided at Our absolute sole discretion. This Boiler Cover Plan is not a contract of insurance, a guarantee or an insurance policy
- Any benefit provided by Us under this Boiler Cover Plan shall be granted solely by Us and in every case shall be granted upon these terms and conditions. For the avoidance of doubt, the limitation or the provision of any benefit shall be made at Our absolute sole discretion
- We will use the information You give Us or which We have legally received from another organisation or person, to setup and manage Your Boiler Cover Plan with

Us. We may share it with all relevant industry organisations based on agreed industry processes

- We may at any time, by written notice, terminate this Boiler Cover Plan immediately and without liability for compensation or damages
- Nothing in these Terms and Conditions affects Your statutory rights as a consumer. For further information regarding Your statutory rights contact the Citizen's Advice Bureau
- This Boiler Cover Plan is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales

CONTACT DETAILS

UK Boiler Company Ltd trading as:

The Boiler Company

71-75 Shelton Street

Covent Garden

London

WC2H 9JQ

www.theboilercompany.com

info@theboilercompany.com

Company Registration Number: 09078640

VAT Number: 218 5122 29

Gas Safe Registration Number: 567757