

## 1. Instruction

It is important and Your responsibility to read these terms and conditions carefully and thoroughly. Base Home Cover Limited provides Sole Discretion Contract of services for homeowners and landlords.

This document forms the basis of Contract of services agreement with Us. It is important You understand exactly the extent of cover provided in the Contract of services agreement purchased. If You are unsure about anything or have a query, please contact Our customer service team immediately.

Under this agreement, The holder of the Contract of services can claim for gas emergency repairs, electrical emergencies, plumbing repairs, drainage repairs, appliance repairs, boiler repairs and are also entitled to an Annual Boiler Service (olease see Your plan schedule to see if this is included).

For the avoidance of doubt, this is an agreement for the provision of specific services supplied at Our absolute sole discretion. This is not a contract of insurance, a guarantee or an insurance policy. Please note: We do not replace complete boiler units.

Any benefit provided by the Service Providers under this service agreement shall be granted solely by the Service Providers 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 on the absolute sole discretion of the Service Providers.

### 2. Definitions

The following words that: We use in these terms and conditions have specific meanings and will appear in bold text throughout this document between the Customer and the Service Provider:

#### **Annual Boiler Service**

A check in each 12-month period to ensure that Your gas boiler, appliance or Central heating and ventilation is working safely and in line with the relevant laws and regulations. We will only carry out a Service after 8ths month with Us. You may pay for Your own Annual Boiler Service.

#### **Boiler**

A single natural gas or Liquid Petroleum Gas boiler or warm-air unit on Your property that is designed for home use and has a heat output capacity of up to 70Kw – as well as the flue and the Controls that make it work, including the programmer, any thermostats, motorised zone valves and Central heating pump. Central heating – the heat and hot water system on Your property, including Your expansion tank, radiator valves, system filters, warm-air vents, Cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them.

#### Controls

Means the programmer / timer clock, room thermostat (if fitted), cylinder thermostat (if fitted), and zone valves (but excluding the fused spur switch and any thermostatic radiator valves).

Cylinders - tanks that store hot water.

#### **Domestic Purpose**

Means at least half the rooms in Your Home must be used for normal living purposes, and not more than half the rooms are used for commercial purposes.

**Drains** - the system of waste-water pipes on Your property.

### **Emergency**

Means a sudden and unexpected event which if not dealt with quickly, would in the reasonable opinion of the helpline:

· Render the Home unsafe;

- ◆ Cause personal risk to You;
- Cause excessive damage to Your property;
- ◆ Cause a health and safety risk

**Exclusions** - means any circumstance where We will not provide cover against any claim or loss.

Excess/fixed fee - the amount You have chosen to pay each time work is carried out.

## Gas supply pipe

The pipe that connects Your gas meter to Your gas boiler and other gas appliances You have on Your property.

#### Home

The building that You live in or own, including any attached garage or conservatory, but excluding all outside areas including (but notlimited to) workshops, gardens, outbuildings and sheds.

#### Landlord

Someone who owns a property which they do not occupy, and which may be occupied by a tenant. Operating Hours – between 9.00am – 5.30pm Monday to Friday. Excluding public holidays. (Our 24-hour Emergency claims line is available out of hours for Emergency situations only).

### **Rolling Agreement**

Your service agreement will automatically renew following receipt of Your payment for the period of protection as defined in Your service plan.

### Security Payment

A discretionary payment which is payable at a time a claim is reported. This payment arises where there is an uncertainty as to whether the claim is covered. The security payment is fixed at £75. If following the diagnosis, the engineer confirms the fault is covered, this payment will be reimbursed. If the engineer confirms that the fault is not covered, this fee will not be reimbursed. If this payment is not paid, there is a discretion to decline Your claim.

#### Schedule

Means the schedule which We will send You at the start of Your Service Plan, confirming Your details, the commencement date and the home which is subject to cover.

#### Service Plan

All the bits and pieces that together form the basis for Us working together. This includes Your agreement to take out care packages with Us, as shown on Your Service Plan. This is a monthly rolling agreement and not a contract of insurance. This is an agreement between You and Base Home Cover.

#### Service Plan Price

Your chosen payment method where You agreed the premium which is payable by You due each full calendar month from the commencement date in order for the cover to remain in force under the terms and conditions of this Service Plan wording. Sludge – the natural build-up of deposits in Your boiler or Central heating system as it corrodes over time.

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Start Date - means the date on which Your Service Plan started, as set out in the schedule.

#### Trace & Access

Your Emergency cover does not include the locating or investigation of a leak. If the source of the leak is not clearly identifiable and visible Your claim will be declined.

Warm-air - where Your home is heated by warm air flowing through vents, not hot water flowing through radiators.

#### Work

Means the Service and repairs that We may carry out in the event of anything relating to the systems or appliances detailed in Your Service Plan.

We / Us / Our - means Base Home Cover Limited

#### You / Your / Additional Proposer

Means the person(s) who are entered into this Service Plan with Us and named on the schedule as a plan holder.

# 3. Conditions that apply to Our Service Plans

### 3.1 Period of the Service Plan

The total length of the Service Plan is from the day Your Service Plan starts (which is when Your first Direct Debit is taken). Your Service Plan will end on the day You contact Us to cancel Your Service Plan.

The Service plan will start the day the first payment is taken which is shown on Your Plan Schedule. Your Service plan is renewed automatically every month upon receipt of Your monthly premium. This plan does not have a specified end date and cover will continue until either You or We cancel the Plan, subject to payment of premiums. You may pay for Your service agreement on an annual or monthly basis. If You have elected to pay Your fees monthly, we will collect the fee for this service agreement by Direct Debit from Your bank account on an agreed date of each month. Subject to the successful collection of that monthly fee, we will provide the cover detailed in this service agreement for the month in which the monthly fee has been collected. If the monthly fee is unable to be collected any claim during this period may be declined based on Our absolute sole discretion. Should You fail to make a payment in any month, your cover will cease without notification 30 days from the date the last monthly fee payment was received.

# 3.2 Price Changes

Your statement shows the price of Your Service Plan. That price won't go up or down over the Service Plan period, unless: You change Your Service Plan or packages; or the Government changes the relevant tax rate. We will let You know if there are any changes to the price of Your Service Plan.

# 3.3 Payments

Payments are to be made by Monthly or Yearly Direct Debit, as the Monthly or Yearly Payment becomes due. We don't accept any other payment methods or structures. All prices are strictly net, and Payments shall be made on the day agreed by Direct Debit without any discount or other reduction, and without deferment on account of disputes, unless otherwise notified in writing by Us.

We may require, at any time, by delivery of an invoice to You, that all or part of the yearly payable, any balance remaining payable as otherwise proved herein. Service Plan shall be paid in advance, or on account, and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise proved herein.

If the Monthly or Yearly Instalment is not received on the due date for payment, your cover will cease.

If You are a limited company or a sole trader, interest applied in line with the provision of Late Payment of Commercial Debts (Interest) Act 1998, shall be payable by You from the date by which payment should have been made on the unpaid amount, accruing on a daily basis at the rate of 8% per annum above the base lending rate of the Bank of England from time to time in force, unless otherwise specified.

We shall have the right to suspend all further deliveries or supply of Services until all outstanding Monthly Payments or full payment of the Service Plan is made. The event that We provide a Service to You and no payment is made, you will be required to pay the full outstanding amount on receipt of the invoice. We hold the right to process the unpaid outstanding amount that is due with a pre-authorisation via a debit or credit card

## 3.4 Excess / Additional Charges

An excess of £100 is payable if a claim is made within the first 21 days of cover, any claim after the first 21 days of cover will come in a £0 excess unless repair work out of the contract are agreed upon in which an excess will be applied of 10% of the annual rate of the contract.

Our engineer will decide whether a fault is related or unrelated to a previous breakdown visit that has been carried out within the last 14-day guarantee period. All repair Work is guaranteed for 14 days subject to Our general terms and conditions. Upon making a claim, we may ask You to conduct certain checks and if an engineer is sent out, we may charge a call-out fee if it transpires that the appliance has not been maintained within the manufacturer's guidelines.

We provide You with various Service Plans to choose from, your choice will determine the Service Plan provided and the amount charged. Please note: You can change Your contact details, get a copy of Your documents and update Your boiler/system details online, free of charge. However, if You require Our contact centre to do any of the following, a £25 administration fee will apply:

- Change of contact details
- Request a copy of documents by post

### 3.5 Annual Service

If Your Service Plan includes an annual Service visit – annual Service means a visit We carry out in each period of Your Service Plan to check that the elements included in Your Plan are safe and in good working order – You will contact Us to arrange a visit to Your Home each year of Plan, to inspect Your boiler and Central heating system.

Our Boiler Service checks consists of: -

- Flues and terminals check:
- All safety devices check;
- Gas pressure and heat input verification;
- Operating pressure reset;
- Combustion fan check;
- Controls check;
- Ventilation check:

- Heat exchangers check;
- Gas and water seals check;
- ◆ Burners check / clean;
- Ignition system check;
- ◆ Combustion performance test (where possible):
- Heating Controls / energy efficiency advice.

All boilers are serviced in accordance with Gas Safe regulations and service procedures may vary depending on the particular appliance.

If maintenance work or faults are identified, we will advise You of any remedial action required.

If the remedial work affects other aspects of Your Service Plan, this may affect Your ability to claim.

It is Your responsibility to ensure any remedial work is completed and to provide any evidence We require that the work has been completed. Where safety issues are identified, our engineer will follow The Gas Industry Safe Situations Procedure which may mean the boiler cannot be used until the issues have been rectified. To arrange Your Annual Boiler Service please contact Us via phone or email. Should You not contact Us, We will assume that You do not wish to have an Annual Boiler Service visit for that particular period of Your Service Plan, and We will move Your Annual Boiler Service visit due date to approximately the same time in the following Service Plan year. In these instances, we will not reimburse any of the Service Plan fees. You will still be entitled to have Your Annual Boiler Service visit before the end of Your period of Service Plan, but You will need to contact Us to arrange an appointment.

Annual Boiler Services are carried out between April and September each year. If You would like to arrange Your Annual Boiler Service outside of these months, you will be asked to pay £80.

Please note: Electric, liquid petroleum gas (LPG), solid fuel or oil fuelled boilers, back boilers and dual-purpose boilers are not covered under this Service Plan.

## 3.6 Renewals

You will not receive a renewal document as this is a rolling monthly agreement. You agree that Your Service Plan will continue until You inform Us.

At the end of Your period of Service Plan, and at the end of each subsequent year, the price of Your Plan may change; This can be because of general inflation and / or because We have more detailed and accurate information on Your boiler and / or Central heating system, as well as Your breakdown history, meaning the price We charge when Your Service Plan renews will be tailored to You.

# Moving Home

Please notify Us of Your new address as soon as possible after You move home because the Service Plan You have with Us is based on Your current home address which may invalidate Your claim. To update Your Plan details, there will be an administration fee of £25 which will need to be paid before Your details will be updated.

## 3.8 Domestic Use

Our Service Plan is only available for boilers, Central heating, electrics, drains, plumbing systems and kitchen appliances used inside Your Home for Domestic Purposes. We do not cover kitchen appliances in rental properties. If You own a domestic property which You rent out, you can also hold Our Service Plan for these properties; however, a Service Plan to include Landlord Gas Safety Certificate CPI2 would be required, see Section 7 – Landlords.

### Where We Can Provide the Service Plan

UK

## 3.10 Our Responsibilities

Any benefit provided by Us under this Service Plan shall be granted solely by Us and in every case shall be made only upon such terms and conditions as the company determine. For the avoidance of doubt, the limitation or the provision of the benefit shall only be made at Our absolute discretion.

## 3.11 Gaining Access to Your Property and Arranging Appointments

To ensure the comfort and safety of Our customers, our engineers will only work on Your home if there's someone 18 years or older there the whole time. They must be able to give instructions to Our engineer on Your behalf.

It's Your responsibility to arrange for Us to access Your home. If We can't access Your home, you will need to rearrange the appointment. If You don't arrange a new appointment, Your Service Plan will still continue. After three failed attempts to get into Your home, we may cancel Your Service Plan, but we'll make sure We let You know beforehand.

If You call Us out and nobody is in, a second visit will be chargeable at £99.

## 3.12 Safety Advice

We may advise You that permanent repairs or improvements are needed to help make sure Your appliance or system works safely (for example, to keep Gassing Safety Regulations, such as upgrading Your ventilation to meet current standards). If You do not follow Our advice, Your Service Plan will continue to run, unless the Service Plan is cancelled, see Section 4.2 – Our Cancellation Rights.

## **3.15** Spare Parts

If Our engineer does not carry the spare parts needed on the day of Your appointment, we can normally get hold of most items the following working day (as We use a large approved supplier). If not, we will obtain and install parts, as soon as possible. We may use other approved, used parts, or parts that have been reconditioned by the original manufacturer or approved third parties.

### 3.14 Labour

Either one of Our own engineers or a suitably qualified sub-contractor will carry out the Work.

### 3.15 Guarantees

We guarantee Work for a period of 14 days from the date We completed the Work, subject to Our general terms and conditions. If You experience the same fault again within 14 days, any Fixed Fees/ Excess applicable will be wavered. The rights in relation to any guarantee that We give You apply in addition to, and do not affect, Your legal rights under the Consumer Rights Act 2015, or any replacement legislation. You can get advice about Your rights, from the Citizens Advice Bureau or Trading Standards Department.

#### 3.16 Governing Law

The terms and conditions for all Service Plans are written in English and all correspondence will be in English. Your Service Plan is governed by the laws of England and Wales.

## 3.17 Upgrades

Upgrades are changes to Your system which will improve its efficiency or safety. The cost of upgrading Your system is not included in this Service Plan. Depending on availability You may be able to buy system upgrades from Base Home Cover. such as power flush, system filters and scale reducers or trace heater kits.

examples of upgrades include replacing working radiators with improved models and replacing standard radiator valves with thermostatic radiator valves. Any repairs required to Your upgraded system will be carried out under Your Service Plan unless general exclusions apply, see Section 5 – Exclusions that Apply to This Service Plan. Should You have a power flush from a third party, we would require proof of purchase of the power flush in order to complete any subsequent repairs.

# 3.18 Internet Connected Heating Controls

You may also hear this product referred to as Remote Heating Control or Hive Active Heating. Internet connected heating Controls allow You to control Your Central heating system remotely. This Service Plan excludes Your broadband connection, mobile phone and any other internet connected heating control equipment. We're not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any Boiler and Controls, appliance, device or system covered under This Service Plan

## 3.19 Scheduling

We will discuss the timing of Your repair by contacting You by phone or email. We will attempt to ensure that Your repair occurs as quickly as is reasonably practicable. There may be a time where unusual circumstances occur such as extreme weather conditions and the Service Providers may be forced to reschedule Your repair. We will inform You as quickly as We can of any schedule problems and at all times will try not to inconvenience You.

### 4. General Terms and Conditions

# 4.1 Your Cancellations Rights

You may cancel this Service Plan within 14 calendar days of agreeing to the Service Plan by emailing Us at the email address provided in Section 9 – Contact Details. Any premium taken within this period, will be refunded to the account the payment was taken from.

If You cancel outside of the 14-day calendar period of Your Service Plan, you will not be entitled to receive any refund of premiums You have paid where cover has already been provided.

If We fail to provide the Services that We have agreed to provide in any material respect You may cancel this Service Plan by emailing Us at the email address provided in Section 9 – Contact Details.

## 4.2 Our Cancellation Rights

We may cancel Your Service Plan in the following circumstances:

- ◆ If You give Us false information;
- At Our discretion;
- If You do not make an agreed Monthly/Yearly Payment;
- If Your appliance or system is not on Our approved list;
- ◆ If You do not give Us access to Your property, if this is needed;
- ◆ If We are not reasonably able to find parts for Your boiler, Central heating or plumbing system
- If improvements We tell You are needed, are not completed
- ◆ You are physically violent or verbally abusive.
- In these circumstances You will not be entitled to a refund of the Monthly/Yearly Payments You have paid.

We may choose to cancel this Service Plan:

- If, following the initial inspection and Service, we advise You that Your boiler, Central heating or plumbing system is unsuitable;
- If there is a health and safety issue;
- If a permanent fault with Your Central heating or plumbing system which We are not required to remedy
  under this Service Plan has not been remedied. In these circumstances You will be entitled to a refund
  of the Monthly/Yearly Payments You have paid in that Service Plan year; minus any costs
  We have incurred during that Service Plan period.

We may also choose to cancel this Service Plan:

If Your boiler is seven years old or more, and not repairable. In this circumstance, you will not receive a refund of the Monthly/Yearly Payments You have paid in that Service Plan year. If parts become unavailable and We cannot fix Your boiler or Central heating system (in this circumstance You will not receive a refund of the Monthly Payments You have paid in that Service Plan year). If We choose to cancel Your Service Plan, we will notify You via email.

# 4.3 Claim Notification and Requirements

In order to make a claim, You or Your authorised representative must contact Us immediately via telephone only. Where requested to do so, notify Us in writing.

When requested to do so, and within 7 days of receiving such request, deliver to Us a written statement of all reasonable particulars and details of the appliance affected, the appliance's value, and the event, and provide all such documents, explanations and other evidence as may be reasonably required by Us. Unless all of the terms of this condition (as detailed above) are complied with, a claim under this Service Plan will not be payable.

# Subrogation and Observance

If a claim arises as a result of the act or default of a third party, at the request and expense of Us, You shall take and permit to be taken in its name, all necessary steps to enforce its rights against any such third party.

# 5. Exclusions that Apply to this Service Plan

## 5.1 Design or Existing Faults

We will not carry out repairs if there are design faults, faults which existed before You entered into Your Service Plan with Us, faults which We identified on a previous visit or Service Plan at the property, or faults which We could not, using reasonable care or skill, identify on Our first Service or a repair call out. For example, this would apply to pipes buried under concrete floors, or any pipes that do not have acceptable pipe protection (acceptable pipe protection for pipes under floors is factory sheathed; soft copper laid through plastic ducting). Joints should not be located in the plastic ducting / sleeve, and the pipes should be installed according to the manufacturer's instructions.

## 5.2 Accidental Damage

Third Party Damage and Damage from Deliberately Taking Risks We will not stand the cost relating to damage caused by You. Your Service Plan does not include cover for any faults or design faults that are caused by anyone apart from Us. Your Service Plan includes accidental damage, but We will not cover any other types of damage that occur. We will not repair or replace any parts that have been deliberately damaged or misused. Our engineers will use their expert judgement to decide how the damage happened.

If anyone other than Us carries out any work on Your boiler, appliance or system and damages it, your cover doesn't include fixing this.

## 5.3 All other Loss or Damage

We're not responsible for any loss of, or damage caused as a result of, your boiler, appliance or system breaking or failing unless You can show that We caused the damage.

## **5.4** Making Good

We will not be responsible for making good any damage necessary that We have caused in order to carry out any repair or maintenance in order to meet Our obligations under this Service Plan. For example, filling in holes. We will not be responsible for replacing the original surface or construction (for example, redecoration).

# 5.5 Risks Normally Insured Under Household or Other Insurances

Except and only to the extent specifically stated under this Service Plan, we will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lighting, explosion, flood or storm. You should check Your household insurance to ensure that You have enough cover for these risks.

If anything, specifically stated that has been included in this Service Plan is also included under any other insurance or maintenance Service Plan You hold, the repair will be the responsibility of the provider of Your other insurance or maintenance Plan. We will not carry out any repairs under this Service Plan that are covered by insurance policies that You hold. This will be the responsibility of the insurance provider.

# **5.6** Approved Equipment

For manufacturer approved parts, we keep an approved list, we only carry out Work on systems and appliances which are on Our approved list.

# **5.7** Third Party Rights

Other than as expressly provided for in this Service Plan, no other party shall have the right to enforce any term of this Service Plan which that party would not have had but for the Service Plans (Rights of Third Parties) Act 1999.

# **5.8** General Exclusions that apply to all Our Service Plans

We will not include the following (general exclusions):

- Any costs to gain access to Your system, built in appliance, built or buried pipework (inside or outside Your Home) or wires to make a repair and then make good (see section 5)
- We do not include the cost of getting to Your appliance or system, if it is not accessible
- If You log a claim and then delay Us carrying out the repair for longer than five days, either because nobody is available to meet Our engineer or We are unable to contact You, your claim will become invalid and declined:
- Dripping taps on Central heating filling loops that only leak when in use;
- Repairing faults deemed intermittent or recurring

- Upgrades that are required to improve Your boiler, Central heating, plumbing drains or electric system due to poor access or poor condition;
- Replacing or repairing parts that do not affect how Your boiler, Central heating, plumbing, drains or electric system works, or decorative or specialist parts; Removing asbestos associated with repairing the boiler, Central heating or plumbing 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 a clean
  air certificate; Cash alternatives instead of a Service or Work;
- Corrosion or any parts that have corroded
- Repairing or replacing any steel, lead or iron pipes;
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water Services;
- Beginning or continuing Services where We reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of Our staff (including verbal or physical abuse). We will not start Work again until there is no longer a risk to health and safety; Repairs where parts are no longer available;
- Any maintenance or repair of Your boiler, Central heating or plumbing system which is covered under the manufacturer's guarantee; Utility Service connections, electricity cables;
- Any damage to drains or other underground Services caused by tree roots;
- Anv equipment not situated in the Home
- Any appliances not housed in the main body of the dwelling or the garage; for example, those housed in a shed or outhouse; Separate gas hot water heaters; Repairs to appliances, boilers, systems or parts where You cannot provide evidence that they have been maintained in accordance with manufacturers specifications/ instructions:
- Gas fires, solar panels or 'green' or 'renewable energy' systems;
- Unvented hot water Cylinders and any of its associated valves, such as the temperature relief valves, pressure reducing valves or any other parts of an unvented system that requires additional qualifications to enable gas engineers to work on them:
- Damage or faults that arise while Your home is unoccupied; Trace and Access

# 5.9 Beyond Economic Repair (BER)

If We deem Your boiler or appliance to be Beyond Economical Repair, we will advise You that You require a new boiler or appliance, but no contribution will be made.

6. Here are the elements of the range of plans and what they include and exclude, what is included in Your plan is determined by the plan You choose

### 6.1 Boiler

You will need to provide evidence that Your boiler has been maintained in accordance with manufacturers specifications/ instructions by sending Us a copy of Your Boiler Service certificate either by post or email before an engineer will be sent to Your property.

#### WHAT IS COVERED

We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic boiler. Repairs to a single gas boiler include any manufacturer fitted parts inside Your boiler. You may be asked to provide proof at the time You report a fault;

#### WHAT IS NOT COVERED

- Routine pressure issues arising from the inappropriate or inadequate care, non-maintenance or neglect of Your boiler and heating system as per the manufacturer's user instructions and safety guidelines. If You wish Us to repressurise Your boiler this can be done on a pay-on- use Service that is not covered under this plan. If You would like Our engineers to complete this action for You, please contact customer services;
- Repairing or replacing parts of Your boiler that are specifically designed for piped or electric underfloor heating;
- Replacement of parts that are faulty or damaged as a result of sludge or hard water scale or other debris;
- Any contribution towards repairing or replacing Your boiler if We consider it to be beyond economical repair;
- We do not consider any contribution towards any third parties other than those approved by Base Home Cover;

- Boilers that require specialist Work such as Potterton Powermax, Elm Le Blanc, Chaffoteaux Britany Combi Warm Air heating systems;
- Electric, liquid petroleum gas (LPG), solid fuel or oil fuelled boilers, back boilers and dual-purpose boilers (or anything other than natural gas);
- Combined cooking and heating appliances;
- Combined power and heating appliances;
- Fan assisted convector heaters or immersion heaters;
- Flues that are connected to the boiler appliance;
- Mains pressure hot water thermal storage systems, for example: BoilerMate, Gledhill, Heatbank, Megaflo, Pandora by DPS, Potterton Suprima, Thermflow, Tribune and any other similar thermal storage heating system; Our General Exclusions also apply (see section 5).

## 6.2 Annual Boiler Service

An Annual Boiler Service to Your single gas boiler (dependent on the plan taken) is in accordance with regulations and industry standards. Any Annual Boiler Service requests within the 1st 3 months will be subject to the remaining balance to be paid in full.

## 6.3 Landlord Gas Safety Inspection

Our engineers will conduct one safety and operational check in any 12-month period. Our engineers will usually carry out this Service at around the same time each calendar year; this will depend on their workload and Your or Your tenant's appointment preference. Service, safety and operational check visits, (where applicable), will be carried out on an agreed date between the sixth and twelfth month after the commencement date, and will be arranged automatically. If You are within the first 12 months of Your Service Plan with Us and You require a gas safety inspection earlier, this can be done so at a discounted fixed price of £75.

Servicing and gas safety appointments will usually take place between the hours of 9.00 a.m. and 7.00 p.m. Monday to Friday, excluding bank holidays, and will be subject to Our engineers' availability.

# **6.4** Central Heating Systems

### **WHAT IS COVERED**

- We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic Central heating system. Repairs to Your Central heating system include: a) Pumps motorised valves radiators valves:
- Hot water feed and expansion tank;
- Pipes and fittings.

### WHAT IS NOT COVERED

- Any claim not amounting in a breakdown
- Any claim which is not an Emergency;
- Resetting Controls (for example, thermostats or programmers following changes due to winter or summer months):
- Loss of or damage You may suffer to, Your system if radio frequency allocations are subsequently altered by other
  people that interfere with Your system or its Controls Replacing any batteries for Your system Controls We don't
  cover the cost of draining down Your Central heating system in order to carry out a repair. We only cover the repair;
- If Your system Controls generate text message alerts, We will not cover any usage Repairing or replacing parts of Your Central heating system and Controls that are specifically designed for piped or electric underfloor heating Removing sludge or hard water scale from Your Central heating system; f) Replacement of parts that are faulty or damaged as a result of sludge, hard water scale or debris;
- Whether or not We installed Your hot water cylinder, You will not be entitled to a replacement under this plan If any
  damage to Your hot water cylinder is caused when h) We carry out any related repairs, We are unable to accept
  responsibility, unless it is caused by Our negligence;
- Whether or not We installed Your radiators, you will not be entitled to a replacement under this plan;
- Bespoke designer radiators and their components Parts of a Central heating system or Controls designed to incorporate any other heat source, for example: solar water, heating or solid fuel heating;
- Unvented hot water Cylinders, or any repairs relating to an unvented system, that require the engineer to have unvented qualifications to carry out the Work Bespoke Central heating system components or components that are not readily available Curved radiators often found beneath bay windows; m) Towel rails.

## **6.5** Heating Controls

#### WHAT IS COVERED

We will assist You in an Emergency and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic heating Controls. Repairs or replacements include to the following:

a. Thermostats; c. Clocks; e. Programmer

#### WHAT IS NOT COVERED

- Any claim not amounting in a breakdown
- Any claim which is not an Emergency;

# 6.6 Plumbing

#### WHAT IS COVERED

We will assist You in an Emergency and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your plumbing system. Repairs include to the following:

- Hot and cold-water pipes;
- Cold water tanks and overflow:
- Repairs or replacement of any filter or related device for removing sludge, scale or other debris;

#### WHAT IS NOT COVERED

- · Replacing ceramic disks and taps;
- Repairing or replacing mixer taps or showers;
- Replacing bath and shower seals or grouting;
- · Replacing or repairing sanitary ware;
- Replacing cold water storage, hot water Cylinders, radiators or expansion tanks;
- Repairing or replacing water softeners, combined overflow and pop up waste mechanisms, all electrical hot water pumps and parts of Your water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rain water pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets;
- Water pipes, to or from and in, detached outbuildings, fountains, swimming pools, ponds, and other decorative
  garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering, or other external property;
  Repairing frozen pipes;
- Replacing or repairing spa baths, or associated components that form part of their construction. These include, but are not restricted to: pumps, jets, heating elements, pipes and tubes;
- Blockages, collapsed, or leaks, or any other problems of the mains water supply from the stop cock in Your
  property, up to where it is connected to the public or shared water supply pipe within the boundary of Your
  property, as these will be covered by either the water board or Your building's insurance;
- We do not carry out Work for accidental damage caused by anybody who has been working directly on the plumbing system;
- All repairs to galvanised steel cold water storage or expansion tanks;
- ◆ Washing machine and dishwasher hot and cold flexible Pipes;
- Septic tanks.;

# 6.7 Internal Electrics

#### WHAT IS COVERED

We will assist You in an Emergency and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your Internal domestic electrics. Repairs include to the following:

- Internal mains electric wiring;
- Fuse boards and circuit breakers;
- Sockets and switches.

#### WHAT IS NOT COVERED

- Any replacements or upgrades, or replacing fuse boards;
- Repairing or replacing wiring encased in rubber or lead;
- · Repair or replacement of light bulbs and fittings;
- Renewable energy systems;
- Repairing accidental damage to Your electrical system;
- Repairing or replacing solar photovoltaic panels and installations;
- Electricity supply to CCTV surveillance, burglar/fire alarm systems, swimming pools, the plumbing for swimming pools and any leisure equipment.

# 6.8 Gas Supply Pipes

### WHAT IS COVERED

We will assist You and pay for the call out, labour, parts and materials involved in the repairing of Your domestic gas supply pipes;

 Repairs to Your gas supply pipes located inside Your Home for which You are responsible, are those feeding the Central heating, boiler and other gas appliances, but do not include the gas company's meter or other monitoring or measuring device.

#### WHAT IS NOT COVERED

- Repairs to any gas appliance or boiler not included in the Plan;
- Gas supply pipes which are the gas supply company's responsibility;
- The disconnection or interruption of public services to Your Home however caused, or the failure, breakdown or interruption of the mains gas supply system;
- Replacing or the cost of repair work to lead pipework.

# 6.9 Water Supply Pipes

#### WHAT IS COVERED

- We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying a leak on Your domestic fresh water supply pipes;
- For repairs to fresh water supply pipes within Your boundary, between Your Home and the mains supply pipes, the engineer will repair or replace the damaged section of pipe in order to resolve the immediate emergency to reconnect Your property to the mains water supply;
- ◆ A permanent repair will only be carried out if the cost of this is the same or less than the emergency repair cost;
- In all other cases, the engineer will carry out an emergency repair.

#### WHAT IS NOT COVERED

- Any water supply pipe which is the responsibility of the water supply company Any water supply pipe outside the boundary of Your Home, or for which You are not responsible, or freshwater pipes beneath or inside any building or Outbuilding.
- Damage caused by a lack of proper maintenance;
- Descaling and any work arising from hard water deposits;
- Frozen pipes which have not caused damage;
- Tracking leaks where the source is not visible or cannot be ascertained;
- Swimming pools or similar, Jacuzzi, spa baths, decorative features, ponds, fountains and any associated pipes
  valves or pumps Caused by or resulting from inadequately lagged pipes;
- Excavation of trace and access costs;
- Any reinstatement costs relating to the original surface which is excavated as part of a claim;
- Contents of Your Home.

# **6.10** Drainage

#### WHAT IS COVERED

- Restoring the flow within the waste pipes and drains, using conventional methods such as jetting or rodding to overcome the emergency.
- An emergency associated to the blockage to the waste pipe or drains within the boundaries of Your property no caused by negligent or inappropriate use.

#### WHAT IS NOT COVERED

- Rainwater guttering and downpipes
- Cleaning and descaling Your drains:
- Any repair to a drain which requires excavation
- Shared drains
- Any repairs to drains that have collapsed or been damaged or blocked by tree roots
- Any drainage system which is not of plastic, concreate construction, P.V.C or clay pot
- Detached outbuildings
- Soakaways, septic tanks, cesspits, drainage pumps and macerators;
- Manholes and their covers
- Treatment plants and their outflow pipes;
- Any maintenance or general service including but not limited to clearance of any debris, fat or oil blockages and the build-up of leaves;
- Any repairs where You have been advised previously of the need to install access points (e.g. a manhole etc); l)

## **6.11** Taps and Toilets

#### WHAT IS COVERED

We will assist You in an Emergency and pay for the call out, labour, parts and materials involved in repairing or unblocking Your taps and toilet:

- Leaking taps and running toilets
- Ball cocks, syphons and valves
- Replacement of non-ceramic tap washers

#### WHAT IS NOT COVERED

- Replacement taps and toilets;
- Descaling and any work arising from hard water scale deposits
- If You have access to more than one toilet within Your Home
- Blocked toilets where this has been caused because of misuse or the internal workings of the flush.

# 6.12 Kitchen Appliance Cover

#### WHAT IS COVERED

We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your kitchen appliance. Appliance Replacement: In the event that Your appliance cannot be repaired, providing that it is less than five years old and You have held Your agreement with Us for at least nine months, We may replace Your appliance with a new or reconditioned appliance of the same or similar make and specification, or offer You a cash settlement in line with the current market value of Your appliance. The current market value will be calculated by Us taking into consideration the purchase price and age of the appliance. You will be required to prove that that the faulty appliance has been fully maintained to the manufacturer's specifications.

### WHAT IS NOT COVERED

- Anything that happens in the first 28 days of You taking out the plan;
- Wine coolers, cooker hoods, and other extractor fans;
- Disconnecting and disposing of Your old appliance, or unpacking or installing new ones;
- Any appliance(s) that were not bought in the UK;
- Any appliance(s) that were not new when You bought them;
- Any appliances that You do not have a receipt of purchase for.

# 6.13 Original Documents

Original Documents must be provided in all cases of a claim, we will not accept handwritten receipts, or documents not on headed paper. We will not accept forwarded emails or documents that appear to have been modified in any way. We reserve the right to verify any documentation supplied to Us. If You supply Us with documentation that is not satisfactory, you will be charged a £25 administration charge for each additional attempt. In addition to Section 4.3 – Claims Notifications and Requirements, in General Terms and Conditions, in order to make a claim, You or Your authorised representative must: Hold the appliance or parts thereof available for inspection for 30 days following the submission of a claim. Provide proof of purchase, when requested, such as a dated receipt from a registered retailer. Should Your covered appliance be replaced by You during the Service Plan Term, you must notify Us of the alternative appliance to be covered by this Service Plan.

# 6.14 Instant Cover When Switching from Another Provider

No exclusion period will apply when switching directly from another provider and a full 12 months continuous cover has been maintained. If You haven't had a Service Plan in place with another provider for a minimum of 12 months, there will be an initial 30-day exclusion period on Your plan. You will not be able to have repairs carried out during this period. We will require proof of continuous cover to be provided. A £25 administration charge per attempt will apply, if more than one attempt is required to supply satisfactory documentation.

# 6.15 Gas Appliances

### WHAT IS NOT COVERED

Repairing or replacing the flue including the flue terminal Damage caused by, or removing of, limescale or sludge.

# 6.16 Instant Cover

Only products / Services covered in Your previous plan will have no exclusion period. Proof of cover will be required if You ask Us to carry out repairs in the initial 28 days Kitchen appliance plans do not come with instant cover.

### 7. Landlords

If You are a landlord and let out properties for Domestic Purposes, the following conditions will apply:

## Appointment Booking – Tenants

Under Your Service Plan they can also arrange for Your annual Gas Safety Certificate CP12 to be carried out. However, if Your tenant is dishonest with Us on the phone and calls Us out for something that isn't included in the plan, or something We did not agree to, you will be liable for Our costs. It will then be up to You to claim this from Your tenant, you may want to let them know that You can do this.

## 7.2 Gas Safety Certificate (CP12)

By law, landlords must make sure they maintain gas appliances in a safe condition; they must also have gas appliances in properties that they rent checked for safety, as well as having an inspection of the installation pipework, every 12 months. They should also hold a Gas Safety Certificate (CPI2) as proof. It is Your responsibility to make sure that You keep to Your legal obligations and We will not be legally responsible for any failure on Your part to ensure that these checks are carried out. Our Service Plans can include the certificate and inspection of the installation pipework as standard, and You will need to tell Us the appliances You would like to be checked. The following are included in Your Service Plan:

- ◆ A safety inspection of the gas installation and pipework at Your property
- A safety inspection of the appliances specified by You at the time You purchase this product. Only the appliances specified at the time that You purchase this product will be included in Your inspection. You can add other appliances to Your CP12, at any time, at an additional cost for each additional appliance.
- A Gas Safety Certificate (CP12) which will contain details of the gas installation and all gas appliances checked by Our engineer
- The inspection and completion of the Gas Safety Certificate (CPI2) will be carried out at the same time as the annual Service visit, we will leave the tenant with a copy of the Gas Safety Certificate (CPI2), and send You a copy via email.
- If any of the appliances fail Our inspection, we will issue the Gas Safety Certificate (CP12) and include details of any
  faults found, and any remedial action taken (for example, disconnecting the appliance). It is Your responsibility to
  make sure that Your appliances are repaired or replaced at Your cost. Additional charges will apply for any future
  inspections and any confirmation of Gas Safety, following the Work needed to meet regulations.
- Occasionally, we may need to revisit Your property to complete or carry out the Gas Safety Certificate (CP12);in these circumstances, further access to Your property will be required.
- ◆ It will be Your responsibility to contact Us to have Your landlord Gas Safety Certificate carried out. General Conditions apply (see section 3). All exclusions (see section 5) apply. The exclusions below also apply, and the following are not included in Your Service Plan: The cost of any repairs that We find necessary during the inspection the cost of any re-inspections to appliances that fail Our inspection
- Any repairs to properties that are not occupied when the fault is reported Between tenancy remedial Work or any faults that are not reported within 24 hours of it occurring

# 8. Complaint

We will always aim to do Our best, however there may be times when things go wrong and there will be times when You feel that You have not received the service You expected. When this happens, we want to know that We take all complaints seriously and We want to know about it so that We can have time to put things right and will do Our very best to resolve the issue promptly. Only You or an authorised representative should call or write to make a formal complaint.

# **8.1** How to complain

To make a complaint in writing You can contact Us by email at **info@basehomecover.com**. Alternatively, complete the form on the Contact Us page of Our website.

We will always work hard to sort things out within 1-2 working days. If Your case involves several issues, we may need more time to make sure that We have not missed anything. We will keep You informed of this by phone or email to let You know that We are still looking into this for You.

If We have provided You with an outcome for Your complaint within 3 working days and You are unhappy with the outcome, please let Us know and We will raise this with Management, who will then look at this for You and contact You with a final response by phone or email

Once We have reached a decision, we will always contact You by phone, or by email. We do aim to resolve most complaints within eight weeks but if after eight weeks We have still not reached a decision, we will contact You by phone or email to let You know the reasons why. This is a Service agreement and not an insurance policy, any benefit You receive from this Service Plan will be at Our absolute sole discretion. This means that this Service Plan falls outside the remit of the Financial Conduct Authority (FCA). Any complaints You make to Us will be governed by the following applicable law: This Service Plan may only be relied on and enforced by Us and You and shall not be directly or indirectly enforceable by any third party under the Service Plans (Right of Third Parties) Act 1999 or otherwise. This Service Plan shall in all respects be governed by and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this Service Plan shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected Home is located in Scotland, in which case the law of Scotland shall apply

#### If You need independent advice

The Citizens Advice consumer service gives free, confidential and impartial advice. You can get in touch with them for advice at any time during the complaints process: Tel: 03454 04 05 06 or Email: www.citizensadvice.org.uk/energy

### 9. Contact Details

Email: info@basehomecover.com

Opening hours: Customer Services, Complaints and Sales Departments: Monday to Friday 9.30am – 5.00pm; Emergency Support Email (info@basehomecover.com): 24 hours a day, 365 days a year.

# 10. Using Your Personal Information

This section explains how and why We collect, store, process and share Your personal data. We will always be transparent with about what We do with Your personal data and will tell You if there are any significant changes. If You have any questions or want Us to explain anything for You, please contact Us.

# WHAT WE NEED

Base Home Cover Limited is a data 'Controller'. We will collect basic personal data which can include name, address, telephone number, email address, Your Direct Debit information or other payment information, and information You give Us when speaking to Our customer service team. This data is all held electronically as We phase out paper records.

## WHY WE NEED IT

- Provide information about Our Services and products;
- Providing services;
- Personalising services;
- Administering accounts and any orders relating to suppliers and customers;
- Administering membership records;
- Handling enquiries, claims, requests and complaints

We will not ask for any personal data We do not need in order to provide services to You. We will only disclose data when We are obliged to by law, or when the disclosure is necessary for the purposes or criminal investigation, taxation, national security, or when We have Your consent to the following:

- Suppliers;
- Other partnership companies;
- Business partners;
- Successors in title to Our business.

# WHAT WE DO WITH IT

We protect Your data by using encryption techniques and We use other safeguards such as firewalls and password protection. This means that Your data is protected and only accessible by co-workers who need it to carry out their job responsibilities.

We will use Your personal data to provide You will information, products, services requested or purchased from Us (i.e. completing tasks such as payments taken online, processes) and to let You know about those products and services that You have bought from Us and respond to any questions that You may have.

We may also use Your personal data to measure claim, complaint and customer service information, including troubleshooting in connection with purchases on Your requests for services).

We rely on Our contractual arrangements with You as the lawful basis in which We collect and process Your personal data when taking out a Service Plan with Us. In some cases, our legitimate interests as a business is what We will rely on (such as measuring customer satisfaction). Where We rely on Our legitimate interests, we will always balance these interests against Your rights. We will only pass Your personal data to third parties where We need to action an obligation under Your contract with Us and rely on Our legitimate interests as a business to use Your personal data in this way. This can include claims handing, engineers/contractors, insurers.

We will keep all personal information for the duration of Your contract with Us and for up to 6 years from the end date as required under current legislation. After this time, it will be securely destroyed.

## YOUR RIGHTS

If You are not satisfied or believe We are processing Your personal data otherwise in accordance with the law, you can complain to the Information Commissioner's Office (ICO) by calling 0303 123 1113 or via their website <a href="https://ico.org.uk/concerns">https://ico.org.uk/concerns</a>.

You can find several Your personal information rights and what happens to it within the Guidance from the UK Information Commissioner's Office (ICO) https://ico.org.uk/for-the-public.

If You would like to make a complaint on how We have handled Your personal data, or if You have any questions or queries, please contact Our Customer Service Team.

# **Boiler Emergency Cover**

#### What Is Covered

- We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic boiler.
- Repairs to a single gas boiler (dependent on the plan taken) include any manufacturer fitted parts inside Your boiler

### **What's Not Covered**

- Routine pressure issues arising from the inappropriate or inadequate care, non-maintenance or neglect of You
  boiler and heating system as per the manufacturer's user instructions and safety guidelines. If You wish Us to repressurise Your boiler this can be done on a pay-on- use Service that requires a £100 payment.
- Boiler repairs are limited to £200 in the first three months of Your Service Plan and £500 thereafter. Any Service
  requests within the 1st 3 months will be subject to the remaining balance to be paid in full. Repairing or replacing
  parts of Your boiler that are specifically designed for piped or electric underfloor heating.
- Replacement of parts that are faulty or damaged as a result of sludge or hard water scale in Your boiler Repairs to boilers or heating systems that have not been Serviced in accordance with the manufacturer instructions by a qualified person within the preceding 12 months. You may be asked to provide proof at the time You report a fault
- Any contribution towards repairing or replacing Your boiler if We consider it to be beyond economical repair and
  over seven years old.
- If Your boiler is over seven years old, we will not consider contributing towards a replacement boiler and We will
  let You know if the boiler is uneconomical to repair.
- We do not consider any contribution towards any third parties other than those approved by Base Home Cover.
- Boilers that require specialist Work such as Potterton Power max, Elm Le Blanc, Chaffoteaux Britany Combi Warm Air heating systems
- LPG or Oil Systems (or anything other than natural gas);
- Combined cooking and heating appliances:
- Combined power and heating appliances:
- Fan assisted convector heaters or immersion heaters
- Flues that are connected to the boiler appliance
- Mains pressure hot water thermal storage systems, for example: BoilerMate, Gledhill, Heatbank, Megaflo, Pandora by DPS, Potterton Suprima, Thermflow, Tribune and any other similar thermal storage heating system.
- Our General Exclusions also apply (see section 5)

# **Central Heating Cover**

#### What Is Covered

We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic central heating system. Repairs to Your central heating system include: Pumps, motorised valves, radiators valves; Hot water feed and expansion tank; Pipes and fittings.

#### **What's Not Covered**

- Resetting Controls (for example, thermostats or programmers following changes due to winter or summer months):
- Loss of, or damage You may suffer to, Your system if radio frequency allocations are subsequently altered by other
  people that interfere with Your system or its Controls Replacing any batteries for Your system Controls We don't
  cover the cost of draining down Your central heating system in order to carry out a repair. We only cover the repair;
- If Your system Controls generate text message alerts, we will not cover any usage Repairing or replacing parts of Your central heating system and Controls that are specifically designed for piped or electric underfloor heating Removing sludge or hard water scale from Your central heating system;

- Replacement of parts that are faulty or damaged as a result of sludge or hard water scale in Your central heating system:
- Whether or not We installed Your hot water cylinder, You will not be entitled to a replacement under this plan If any
  damage to Your hot water cylinder is caused when We carry out any related repairs, We are unable to accept
  responsibility, unless it is caused by Our negligence;
- Whether or not We installed Your radiators, You will not be entitled to a replacement under this plan Bespoke designer radiators and their components Parts of a central heating system or Controls designed to incorporate any other heat source, for example: solar water, heating or solid fuel heating;
- Unvented hot water cylinders, or any repairs relating to an unvented system, that require the engineer to have unvented qualifications to carry out the Work Bespoke central heating system components or components that are not readily available Curved radiators often found beneath bay windows.
- Our General Exclusions also apply (see section 5)

# **Heating Controls**

#### What Is Covered

- We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic heating Controls.
- Repairs or replacements include to the following: Thermostats; Frost stats, Clocks, Timers, Programmers.

# **Plumbing Cover**

#### What Is Covered

- We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of You plumbing system.
- Repairs include to the following: Hot and cold-water pipes; Cold water tanks and overflow.

#### What's Not Covered

- Replacing ceramic disks and taps;
- Replacing taps;
- · Repairing or replacing mixer taps or showers;
- Replacing bath and shower seals or grouting;
- Replacing or repairing sanitary ware;
- Replacing cold water storage, hot water cylinders, radiators or expansion tanks;
- Repairing or replacing water softeners, combined overflow and pop up waste mechanisms, all electrical hot water pumps and parts of Your water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rain water pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets;
- Water pipes, to or from and in, detached outbuildings, fountains, swimming pools, ponds, and other decorative
  garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering, or other external property.
- Repairing frozen pipes.
- Replacing or repairing spa baths, or associated components that form part of their construction. These include, but are not restricted to: pumps, jets, heating elements, pipes and tubes.
- We do not carry out Work for accidental damage caused by anybody who has been working directly on the plumbing system.
- Blockages, collapsed, or leaks, or any other problems of the mains water supply from the stop cock in Your property, up to where it is connected to the public or shared water supply pipe within the boundary of Your property.
- All repairs to galvanised steel cold water storage or expansion tanks.
- Septic tanks.:
- Our General Exclusions also apply (see section 5).



**L 0330 050 0017** 

\*\*IMPORTANT INFORMATION
PLEASE STORE IN A SAFE PLACE OR EMAIL US AT
INFO@BASEHOMECOVER.COM FOR REPLACEMENT\*\*



This Service Agreement is provided by Base Homecover Limited; whose Registered Office is 3rd Floor, 44 Peter Street, Manchester, M2 5GP Company No 13114975. Base Homecover Limited provides breakdown cover on Appliances, goods and equipment agreed within this terms and conditions. Base Homecover Limited uses qualified and registered engineers local to you, enabling a more efficient repair service. At our sole discretion, we will give the benefit described in this Service Contract for the full term and for any subsequent period that we and the customer may agree. The Service Contract contains details of the services you have chosen and what is excluded from those services. All amounts due to us must have been paid for you to benefit from this Plan

### **DEFINITIONS**;

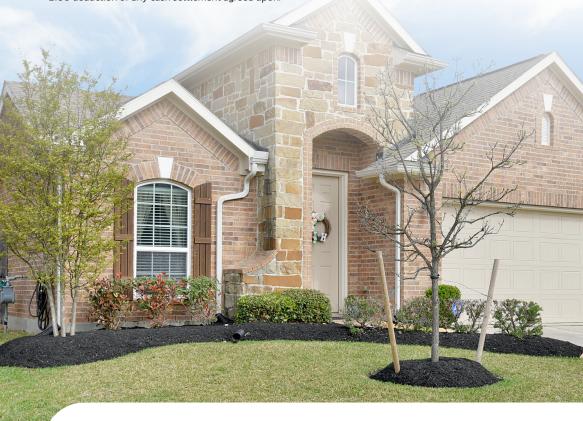
- Your service contract: the documentation sent to you regarding this Plan.
- Plan: the contract of service between Base Homecover Limited and the customer.
- Product(s): The appliances/goods/equipment protected by this Plan, as shown on your service contract.
- You/your: the person named on your service contract.
- We/us/our: Base Homecover Limited, the provider of the Plan.

**UNDERSTANDING YOUR SERVICE CONTRACT** - This Service Contract is not classified as an insurance product and therefore insurance regulations do not apply, however it is governed by UK laws and regulations concerning Service Contracts. We would strongly recommend that you read this Service Contract carefully to ensure that you fully understand it and are happy and willing to comply with its terms and conditions in order that you can make the most of it, if you have any questions, please do not hesitate to contact us. Failure to comply with the terms and conditions may invalidate your plan and jeopardize the payment of any repairs. Your product must be used for domestic use only, be located at the property detailed in the plan and must be in good working order at the start of this Plan.

MAINTAINING PROTECTION UNDER YOUR PLAN - The Service Contract is an annual contract which you may pay for on a one off, quarterly or monthly basis. If you have chosen to pay your fees by monthly or quarterly Direct Debit, we will collect your monthly fee for this Plan by Direct Debit from your chosen bank account on an agreed date of each month/quarter and, subject to the successful collection of that fee, we will provide the 'repair service' detailed in this Plan. This Plan commences on the date shown on your Service Contract and continues for a minimum 12-month period with the customer having the option to renew the Plan thereafter if paying a one off annual payment and continuing a monthly/quarterly rolling basis if paying on this basis. However, should you fail to make a payment in any month/quarter, we will attempt to contact you to discuss this, should we not be able to contact you, your Plan will cease 30 days from the date the last monthly payment was received by us.

**COOLING OFF PERIOD/CANCELLATION** – There is a 14 day Cooling off period from the date of commencement of the Plan. Should you wish to cancel your Plan within this period, please call our Customer Service Team and we will refund any monies paid, however it may be subject to a £25 administration fee which will be deducted from any refund due. In the event that you wish to cancel your Plan after the Cooling off period, please contact our Customer Service Team and we will refund any monies paid by you for the remaining full months of the Plan minus a £25 administration fee. If you pay by Direct Debit, your next month and any subsequent payments will not be collected, and the Plan will be cancelled. If you choose to cancel your Plan and a repair has been carried out, no refund will be given, and you will be required to repay the full cost of the repair.

REQUESTING/REPORTING A REPAIR – If your appliance/s break down, you must call us on our customer service helpline 0330 050 0017 as soon as possible. Our lines are open Monday to Friday 9am–5.00pm (excluding Bank Holidays). You will need to provide all information as requested at the time of the call, i.e. make, model, age and details of the fault. If your appliance/s breaks down, we would strongly suggest that you stop using it as it is likely to cause further damage. Any appliance/s over the age of 15 years or has a value over £500 are excluded within this plan. Should your appliance/s require repairing within 28 days of the start date, you will be required to pay the 1st £100 of any repair costs, or, in the event of the product being beyond economic repair, it will subject to a £100 deduction of any cash settlement agreed upon.





WHAT HAPPENS NEXT - Once you have reported the breakdown of your appliance, our Customer Service Team will source an engineer local to you to make direct contact with you to arrange an appointment at a mutually convenient time to inspect the product. Appointments/Repairs will be carried out within the repairer's normal working hours. Unless we agree otherwise, only engineers approved by us are authorized to carry out repairs under this Plan. If we approve a repair but are unable to find an approved engineer, we may authorize you to use your own chosen repairer. You will have to pay them directly and claim the cost back from us. Make sure you keep a copy of their invoice to send to us. If a repair is approved but we cannot repair the appliance/s, we may at our discretion, decide to replace your appliance/s with a new one of the same or similar model, make and technical specification. If we decide that your appliance/s needs to be replaced but we cannot reasonably arrange a replacement, we may at our discretion offer you a cash settlement, which will be subject to a 50% reduction, if your appliance is over 10 years old. You will be responsible for disposing of the original product and for any installation costs. We will however provide free delivery of the replacement appliance/s. Your Plan allows a maximum of £500 per appliance per year including engineer fees. Unless all the terms of the above are complied with, we reserve the right to cancel the Plan.

**CONDITIONS AND YOUR OBLIGATIONS** - The following conditions apply to this Plan: You must provide us with any information that we request when you apply for the Plan. Any information you give must not be false or misleading; Your appliance/s must be owned by you and kept for domestic use only • Your appliance/s must meet all relevant safety standards • Your product must have been installed, maintained and operated/used in accordance with the manufacturer's instructions • Your appliance/s must be used/operated in a residential dwelling at the address you informed us of • Your appliance/s must be easy to access • We will not be liable to replace or repair the appliance/s under this Plan unless you have duly complied with all of the terms and conditions contained in this Plan.

**FRAUD** - You must not act in a fraudulent manner. If you, or anyone acting for you, requests a repair under the Plan knowing it to be false or fraudulently exaggerated in any respect, or makes a statement in support of a repair request knowing the statement to be false in any respect, or submits a document in support of a repair request knowing the document to be forged or false in any respect, or makes a repair request in respect of any loss or damage known by you to be as a result of a willful act, we will be entitled to recover any amount paid under the Plan relating to the specific declared product or part of product since inception; and may inform the police of the circumstances.

EXCLUSIONS - 1. Intentional acts: You will understand that you are expected to take all reasonable precautions when using, carrying or storing your appliance/s. This Plan does not cover any event occurring because of Intentional acts, willful neglect, intentional or reckless overloading of, or the imposition of any abnormal conditions on the product. 2. Inherent defects, wear and tear, etc. damage to or destruction of the product caused by: its own defective design materials or workmanship, a latent defect or defects, gradual deterioration, wear and tear, corrosion, rust, condensation or evaporation, dampness, dryness, dust, change in temperature and foreign objects; faulty or defective workmanship, operational error or omission on your part or the part of any person using the product with your express or implied consent; mechanical or electrical breakdown or derangement caused by the product itself; handling and/or use of the product that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the product. 3. War Risk and Terrorism: An event occurring as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority; • damage or destruction caused by, contributing to, or arising from an act of terrorism. 4. Nuclear risk and Sonic Boom Damage or destruction caused by, contributed to or arising from: • Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel l • The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof • Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds. 5. Consequential loss: Any consequential loss or damage arising from the event or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the product, or the loss of information contained in or stored on the product, any time and cost involved in reinstating such information, and any liability to any third party for delay or nonperformance of any contract with the third party. Consequential loss shall also include loss of use of any item of product (not itself subject to an event) due to its incompatibility with any item of product repaired or replaced pursuant to this Service Agreement. 6. Use by others: An event occurring whilst the product is in the custody of a third party. In this exclusion, third party means anyone other than you or a member of your immediate family normally resident at the address shown in the Service Contract. 7. The following are not covered by the Plan: • Repairer costs and charges where a fault cannot be found with the product or when the product is used in unapproved commercial locations. Such approval may be obtained in advance of use from us; • A product that does not meet the current electrical regulations in force at the time of purchase or faults relating to the installation of the product; which relates to a manufacturer recall or routine maintenance of the product, supplies or service in your home; • Cosmetic repairs; • Repair requests arising from the interruption, failure or disconnection of public services to your home (including water, electricity or gas supply) however caused or from gas leaks; • Total loss of use of the product due solely to the non-availability of replacement or substitute parts, in which case we shall, at our discretion, offer a settlement based on the depreciated value of the product and the estimated cost of repairs had the parts been available; • If you request any additional work, or replacement parts or components of a superior specification are fitted, you will be responsible for any additional costs; • We do not cover against flood damage.

