



Home Shield –Terms & Conditions

GENERAL

Home Shield Cover will provide the services and benefits described in this cover as long as it is:

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

We will provide services and benefits based on the details you have supplied and subject to the following terms and conditions. Please read carefully to ensure this cover meets your individual requirements.

Your cover is made up of:

- Your application
- These terms and conditions (also referred to as 'your cover')
- The cover schedule

The terms and conditions for this cover are written in English and all correspondence shall be in English.

The aim of this cover is to provide a product which meets the demands and needs of householders who want protection in the event of a breakdown of their central heating system, electrics, plumbing, drainage and/or their boiler and controls. This cover should complement your household insurance policies and provide benefits and services which may not be available under those policies.

We aim to provide a safe, high-quality service to repair the equipment included under this cover. If you have any questions or concerns about your cover, please contact us: 02380 363838
hello@gairgas.co.uk

Meaning of Words

This part of the Terms and Conditions document sets out the words which have a special meaning. Each word is listed with the meaning explained alongside it.

Application

An application for arrangement of a contract for cover which can be made by telephone, online or by the completion of an application form.

Geographical Limits

The mainland of Great Britain, not including the Isle of Wight.

Home

Your place of residence being your private domestic dwelling and any covered garage connected to your place of residence. *Excludes:* outside areas including gardens, lawn, outbuildings, borders, driveways, garden rooms, annexes, covered ways, and outdoor lights.

Covered Person(s) / You / Your

The person named on the cover schedule, together with the members of your household normally residing with you. In your absence, the person duly authorised by you as the key holder responsible for the home.

Our / Us / We

Home Shield cover administers the cover and manages all claims on behalf of Gair Home Services Ltd.

Period of Cover

The period shown on the cover acceptance schedule and after an initial safety inspection has been completed and approved by Gair Home Services Ltd.

Priority Attention

Means in the case of an emergency.

Unoccupied

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

Emergency

- 1. Plumbing & Drainage Cover:** An uncontrollable water leak to your plumbing or drainage system which, if left until our engineer's normal working hours, would cause extensive damage to your home or expose you to a health risk. If you are a vulnerable customer, any uncontrollable water leak qualifies.
- 2. Electrical Cover:** A fault with your electrical wiring which, if left until our engineer's normal working hours, would cause extensive damage to your home or expose you to

a health risk. If you are a vulnerable customer, any fault with your electrical wiring qualifies.

Access and Making Good

Getting access to your boiler, appliance or system to fix or service it, and then repairing any damage we may cause in doing so. We will replace items such as cabinets or cupboards that we have removed and fill holes we have made, leaving a level surface. *We will not replace or restore the original surface or covering (e.g., tiles, floor covering, decoration, grass, plants, cabinets or cupboards).*

Accidental Damage

When you do something that stops your boiler or system from working properly—without meaning to.

Agreement

All the products you have covered with us.

Annual Service

A check each year to ensure your boiler, appliance or system is safe and working properly. *Radiators & filters are not checked as standard.*

Approved List

Boilers, appliances or parts that we can repair or replace.

Air Source Heat Pump (ASHP) Equipment

A single unit air source heat pump, hydro box/heat exchanger/decoupler module, and/or unvented hot water cylinder (holding less than 110 gallons or 500 litres).

Beyond Economic Repair (BER)

It would cost more to repair the boiler than to replace it.

Boiler and Controls

A single boiler on your property designed for home use with a capacity of up to 70KW. Includes the flue and wired or wireless controls (e.g., programmer, thermostats, motorised valves, central heating pump).

Central Heating

The gas central heating in your home, including:

- Heating and hot water system
- Expansion tank
- Radiators
- Bypass and radiator valves
- Cylinders
- Flow and return pipework connecting system components

Excludes: hot and cold-water supply or drainage pipes, non-domestic systems, solar heating, underfloor heating pipework.

Standard Cylinders

A tank that stores hot water.

Drains

The system of wastewater pipes and drains on your property.

Emergency Out of Hours

Hours outside of normal working hours for engineers.

First Service

Due 12 months after start or in line with the service schedule. We may visit your home when you first take out a product covering your boiler and controls to inspect and confirm eligibility.

Gas Supply Pipe

The pipe connecting your gas meter to your boiler and other gas appliances on your property.

Home Electrics

The electrical system on your property from and including the fuse box, and wiring to fixtures such as:

- Light fittings
- Switches
- Sockets
- Isolation switches
- Extractor fans (up to 15cm diameter)
- Doorbells
- Smoke alarms
- Doorway and security lighting (if fitted less than 10m above ground)

Landlord Gas Safety Certificate (CP12)

Required by law for residential rented properties. Annual safety checks must be carried out by a qualified and registered gas engineer. Results are recorded on a Landlord Gas Safety Record form, with copies provided to the landlord.

Maximum Cost

£750 limit on total repair costs within your agreement year. *Note:* In relation to the plan you are on, there is a £750 limit for repairs in your agreement year.

Monthly Payment

The portion of the contract price you must pay each calendar month.

Normal Working Hours

08:00 AM – 5:30 PM (Monday to Friday, excluding bank holidays). *Emergency cover is available 24 hours a day, 365 days a year.*

Power Flush

A process to clean sludge and debris from your heating system

Period of Agreement

From the day we accept your application until your agreement ends, as detailed on your schedule.

Plumbing

The water system in Your Home including Your hot and cold-water pipes between Your internal stopcock up to Your taps and garden taps attached to Your Home. The flexible pipes to Your kitchen appliances. The hot and cold-water tanks including Your isolation, ball valves, and toilet siphons.

Products

Cover or service for certain appliance(s) or System(s).

Property

Any Home you own including holiday homes or rental property.

Renewal Date

Should You elect to renew your plan, the date on which Your renewed plan starts, which will normally be the anniversary of Your Start Date.

Repair(s) / Repairing / Repaired

To fix Your boiler, appliance or System following an individual fault or breakdown.

Replacement / Replace / Replacing

Where we Replace Your boiler, appliance or parts with an approved standard alternative. We will provide Replacements with a similar functionality but not necessarily an identical make and model or type or fitting.

Start Date

Means the date which Your plan will start as set out in Your Schedule.

Sanitary Ware

Your toilet bowl and cistern, bidet, sink, pedestal, bath and shower tray.

Sludge

The natural build-up of deposits in Your boiler or Central Heating System, as Your pipes, radiators and heat exchanger corrode over time.

Schedule

The document that shows the Products you have covered under plan with us, the Period of Plan and how much you are paying.

System

All parts of Your Central Heating, Plumbing, Drains or Home Electrics.

Upgrades

Improvements that make Your boiler, appliance or System safer, or more efficient.

Un-vented Cylinder

A pressurised domestic hot water cylinder.

Vulnerable Customer

Any person who:

- Is residing at the Home and is aged over 80; or
- Has a child residing at the Home who is under one year old; or

- Has a medical condition that would mean that to wait for our engineers' Normal Working Hours would endanger the life of that person.

2. Our Maintenance Plans

Initial Inspection

If you choose the Home Shield cover, we will inspect your system and appliance to make sure they are safe and in good working order. The gas/electric service engineer will fill in an 'Initial Safety Inspection Check List' to show what has been checked.

We will normally carry out an inspection prior to your commencement of the plan. This inspection should take place within 14 days. We will inform you in writing whether your application has been accepted or not.

If the inspection reveals a problem, we may:

- Advise you what work is needed and what it will cost you for that work to be done.
- For larger properties, or properties with significant numbers of sanitary ware and/or heating controls, Gair Home Services may offer a custom pricing structure to suit.
- All agreements are for a minimum period of one year. One month notice period is required on direct debit after this time for cancellation. No refund will be issued to annual payments.
- Following the first-year anniversary of the plan, should you proceed to cancel or downgrade the plan within three months of a repair/maintenance carried out by Gair Home Services, you will be charged the full repair cost.

3. Schedule Agreement (Excl Home Shield 100 & HSECO)

Cover does not commence until the date stated on Gair Home Services Acceptance letter. If a repair is necessary within 21 days of The Plan start date, a charge may be applied.

Boilers must have been serviced three months prior to start date of the plan and evidence of this service must be provided on sign-up.

3.1 Annual Boiler Service

What's Covered:

- Annual Boiler Service – All Home Shield Cover and Maintenance policies include an annual service at no extra cost.
- We will contact you when your boiler service is due, to arrange a date and time that is mutually convenient.
- Boiler services are undertaken Monday to Friday, 8am – 5:30pm, between the months of March and September at our discretion, with morning and afternoon slots offered.

What's Not Covered:

- Additional parts and labour
- Damage caused by lime-scale or Sludge
- Resetting boilers

3.2 Annual Air Source Heat Pump Service

Under the Home Shield ECO plan, we will contact you each year to schedule an annual service for your Air Source Heat Pump (ASHP) system. Your annual service will take place between March and September. The timing of the service depends on engineer availability and your preferred appointment date. All services will be carried out during our engineers' normal working hours.

What's Covered: We will only pay for the labour costs involved in carrying out one annual service each year. An annual service is defined as including, but not limited to, the following tasks being carried out by one of our licensed engineers:

- We will only carry out an annual service to statutory requirements and in accordance with the manufacturer's specifications
- Full testing of the heating equipment's components and functionality
- Inspecting any visible pipework

Note: If the heating equipment fails the annual service, we will not be responsible for any costs to bring the heating equipment up to the required standards.

What's Not Covered:

- Any repairs to the Air Source Heat Pump
- Any work that is not an annual service
- Any costs associated with work, or an annual service carried out by a third party

3.3 Boiler & Controls**What's Covered:**

- This plan includes unlimited callouts unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the plan Year, or in Our reasonable opinion will exceed the relevant Maximum Cost
- Only natural gas, LPG & Electric boilers designed for home use and with a heat output capacity of up to 70 KW
- The flue including the flue termination, up to one meter in length
- Repair and Replacement of wired or wireless controls that operate Your boiler including the programmer or any thermostats, motorised zone valve and Central Heating pump (domestic sized pumps)
- Annual Boiler Service
- Smart Controls fitted by Gair Home Services (Excluding Smart TVR's)

What's Not Covered:

- Boilers that still work but may be noisy
- Resetting boilers
- Reconnecting/ Re-pairing and restting of internet connected controls, smart controls, wireless controls, smart TRV's and designer TRV's
- Reprogramming of timers and smart controls
- Resetting boilers
- Venting and bleeding radiators
- Underfloor heating, pipework or controls
- Damage caused by lime-scale, sludge or other debris
- Repairing or replacing the flue including the terminal if it is over 1 meter in length
- Repairing or replacing the flue including the flue terminal for any open flue appliance
- Replacing or topping up Central heating inhibitor unless we have removed it.
- Any parts of Your Boiler and Controls which directly supply a swimming pool
- Resetting Your controls or replacing the batteries
- Repairing or Replacing Your Central Heating System
- Accidental Damage and third-party interference
- Exclude gas supply up to the appliance isolation valve
- Topping up pressure
- Gas Supply Pipe
- Re-pairing of internet connected controls and wireless controls due to third-party interference
- Any part of the Boiler which is not possible for the engineer to work safely, or it is impossible or impractical to access the Boiler due to its position

3.3 Central Heating

What's Covered

All Repairs to the heating and hot water System on Your Property including:

- Radiators, standard thermostatic radiator valves, automatic air vent and bypass valves
- Standard domestic hot water cylinders: direct and indirect
- Unvented cylinders may be covered following an independent inspection of the hot water cylinder at an additional cost (see 'How to sign up' page)
- The Central Heating pipes that connect the Central Heating System
- Replacement parts of Your Central Heating System
- Annual Boiler Service
- Unlimited callouts unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the Contract Year, or in Our reasonable opinion will exceed the relevant Maximum Cost
- All Cylinders (excluding Your Unvented Cylinder which we may cover at an additional cost)
- Repairing or replacing any System filterfitted by Gair Home Service
- Wireless and Smart controls fitted by Gair Home Services (excluding Smart TRVs)

What's Not Covered

- Damage caused by lime-scale, Sludge or other debris
- If we have recommended to You that You need to carry out Repairs, improvements, a Gair Home Services Power flush, or a similar process, but You have not done so
- Immersion elements and wired time switches
- Supplying and fixing showers, shower pumps and all types of taps
- The gas supply pipes up to the isolation valve on the boiler or other gas appliances
- Underfloor heating, pipework or controls
- Supply of curved, vertical, designer and non-standard and heated towel rails, radiators and the valves
- Repair and Replacement of electrical elements in radiators
- Replacing or topping up Central Heating inhibitor unless We have removed it
- Any parts of Your Central Heating which directly supply a swimming pool
- Accidental Damage and third-party interference
- Any domestic water supply from the hot water Cylinders including taps, cold water storage tank, feed and expansion tank, cold water feeds and outlets from cold water tanks
- Substandard installation of condensate pipe
- Any damage caused by blocked or frozen condensate pipe
- Elson tanks, thermal stores and their controls
- Warm air heating systems, underfloor heating (and its pumps and controls), fan convector heating, electrical heated towel rails, electric heating systems (unless covered), solid fuel heating systems, combined heat and power systems
- Venting and bleeding radiators
- Reconnecting/Re-pairing of internet connected controls, wireless controls, smart TRVs and designer TRVs
- A breakdown when an engineer has previously identified that maintenance work is required to prevent future breakdowns

3.4 Landlord Gas Safety Certificate

There is a legal duty on the owners of residential properties to carry out an annual safety check on the gas appliances they provide for their tenant's use. This is called a Landlord Gas Safety Certificate (CP12).

When your safety check is due, we will endeavour to send you a reminder, letter or email to inform you. We will try to contact you or your tenant three times, and if we do not receive a response from you, no further attempts to contact will be made.

Note: We will not take any responsibility for expired or missed landlord gas safety certificates.

What's Covered

- A Gas Safety Certificate for your gas meter, gas pipework and up to three gas appliances at the property
- We will email you a copy of the certificate
- If any parts fail on the safety inspection, we will include all the details on the gas certificate

What's Not Covered

- Repairs or a replacement of your gas meter, gas pipework or any gas appliance
- We will not provide a Gas Safety Certificate for any boiler or gas appliance that we have not inspected
- If our engineers find that one of your gas appliances is not fit for purpose, you will be charged for us to attend the property for retesting the appliance

3.5 Plumbing

What's Covered

The Plumbing System in Your Home including:

- Repair leaking pipes or joints – copper or plastic
- Repair leaking overflows
- Repair to soil and vent pipes
- Your hot and cold water pipes from Your internal stopcock to the pipework leading to Your tap(s) or shower(s)
- The hot and cold water tanks including toilet siphons, ball valves, isolation valves
- Unlimited callouts unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the plan Year, or in Our reasonable opinion will exceed the relevant Maximum Cost
- Internal stopcocks
- Immersion heater and timer switch cylinders

What's Not Covered

- Your water supply pipe from the boundary of Your Property to Your Home
- A leak or blockage within the water supply pipe, which connects Your Property to the mains water including where it runs outside of the Property boundary
- Steel or lead pipework
- Any cost of water lost during a leak
- Quieting noisy pipes that are caused by the expansion and contraction of pipes, as they heat and cool
- Unsupported pipework and water hammer
- A Repair or Replacement of taps, showers and shower pumps
- Sanitary ware, spa baths, jacuzzi, seals, re-tiling and grout
- Built-in / concealed W.C. cisterns
- No external pipework (plumbing or drainage) over six meters in height
- Any parts that are designed to boost Your mains water pressure
- Water softeners, water filters, inline scale reducers, waste disposal units and/or boil taps/water heaters
- Plumbing in detached outbuildings, swimming pools, fountains, ponds or water features and water pipes running to or from them
- Rainwater pipes or guttering

- Frozen pipes that need defrosting where there is no other damage
- Shared water supply pipes
- Accidental damage and third-party interference
- Repair or replacement of electrical appliances connected to or part of the Plumbing system such as:
 - Electrical hot water taps
 - Electrical water heaters
 - Electrical toilets
 - Washing machines
 - Dishwashers
 - Macerators
 - Waste disposal units
 - Fridges (including their discharge pipes)
- A leak or blockage within the water supply pipe, which connects your property to the mains water including where it runs outside of the Property boundary. The plan includes reinstatement of the area excavated by us
- A noisy pipe

3.6 Drains Within Your Property

What's Covered

- Replacement of the parts that cannot be repaired
- Unblocking drains to restore flow
- Repair of leaking overflows
- Repair to soil and vent pipes
- Unlimited callouts unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the plan Year, or in Our reasonable opinion will exceed the relevant Maximum Cost

What's Not Covered

- Rainwater guttering and down pipes, manholes and their covers, soak-ways, septic tanks, cesspits, drainage pumps, macerators, treatment plants and their outflow pipes
- Cleaning and de-scaling Your Drains
- Shared drains and drains that do not lead to lateral drain
- Drainage pumps/pumped Systems
- Accidental damage and third-party interference
- Plumbing and drainage system and heating system
- Showers including the shower unit, controls, pump, timer, washing machines, dishwashers, macerators, waste disposal units and fridges

3.7 Unvented Cylinder

At an additional cost. Please see 'How to sign up'.

What's Covered

- Annual service on unvented cylinder
- The combination valve, including:
 - Pressure reducing valve
 - Filter
 - Non-return valve
 - Pressure release valve
 - Temperature/pressure release valve
- The expansion vessel
- Re-establishing air gaps following customer manufacturer's instructions/manual

What's Not Covered

- Immersion element and cable
- Accidental damage and third-party interference

3.8 Home Electrics

What's Covered

All Repairs to:

- The electrical system on Your Property including:
 - The fuse box and any wiring to Your electrical fixtures
 - Light fittings and switches, sockets, isolation switches and Your immersion heater timer switch
 - Lost power to circuit
 - Extractor fans up to 15cm in diameter
 - Outside security lighting
 - Electric showers or power showers, where it is a self-contained wall mounted shower, under the following conditions:
 - An electrical fault is causing the shower or its controls not to function correctly
 - An internal leak within the shower is causing an electrical fault or safety issue
 - Immersion heater thermostat and timer switch
 - Switch gear inside the consumer unit, provided they are not obsolete with our main suppliers

Unlimited callouts unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the plan Year, or in Our reasonable opinion will exceed the relevant Maximum Cost

What's Not Covered

- Doorbells, satellite dish, radio & television aerials, smoke alarms, electrical gate, air conditioning units/System and door entry System that are connected to the wiring
- A power cut to the Property that has caused permanent damage
- Light bulbs
- Electrical appliances including non-permanent wiring (e.g. kettles, fairy lights or any other appliances on a plug)
- Electric boilers – see 3.3 for what's not covered
- Cooker extractor hoods, storage and panel heaters, underfloor heating controls, pumps, detectors, timers and programmers
- Solar panels, their batteries and their inverters
- The electricity supply cable up to the fuse box
- Power cables between Your Home and any detached outbuilding on Your Property
- Any Repairs to the electrics in Your outbuilding if the supply is connected to a separate electricity meter other than Your Home
- Rubber or lead covered cables
- Complete System rewires
- Any part of the electrical wiring where completing a Repair would result in breach of the current electrical wiring regulations and electrical safety standard BS7671
- Accidental damage and third-party interference
- Repairing any necessary damage caused by the installation of a shower
- Garden lighting, electric vehicle charger units
- The shower will not be repaired. A replacement may be offered where the existing wiring is suitable
 - If, due to electrical regulations, the wiring is not suitable, a £200 payment will be made
 -
 - The replacement will be of the same type but will not necessarily be the same make or model or have identical features

4. General Exclusions

- Any incidents that require maintenance or Repair within the first 21 days of Your Start Date will be chargeable
- Any inadequacy attributing to original installation or design of the System
- Any damage due to the failure of water, gas or electricity supply
- Any damage to electrical components caused by a power surge or power cut
- Intermittent faults – we will not replace parts until the fault has been identified
- We will not reimburse the cost of another company or third-party attending or reporting a fault
- We will not be liable for the cost of erecting scaffolding when working at heights at a property
- Any work including de-scaling that may arise due to hard water scale deposits or aggressive water supply

- Mechanical breakdowns due to Sludge build-up within the System, removal of products or corrosion from within the System. Should the heat exchanger or heat bank fail, this will deem the boiler to be Beyond Economic Repair
- Any damage or defect caused by lightning, frost, explosion, war, flood, storm, tempest, fire, impact or other extraneous causes or any other risk normally insured under household or other insurances
- Any defect caused through Accidental Damage, intentional risk taking, negligence, misuse, third-party interference or malicious or wilful action
- The Replacement of decorative parts or cosmetic damage
- Any adjustment of time and temperature controls, bleeding radiators or pressurising sealed systems and relighting pilot lights
- The fabric of the building and any pipework including flues buried in it
- Any faults present at the time of signing the initial plan. Any callouts deemed to have been pre-existing to the commencement date of the boiler service and maintenance plan and within the first 21 days of the plan will not be covered and may incur a charge for the callout and any parts required, at the current Gair Home Services rates
- Replacement of flues
- Consumables (e.g. batteries, filters, fuses, electrodes, igniters, gaskets or seals)
- Asbestos associated with Repairing the Central Heating appliance/System. When you have had any asbestos removed, you must provide a Clean-Air Certificate before we will carry out any further work at Your Property. By law, the person who removes the asbestos must give you a Clean-Air Certificate
- Commencing and/or continuing services where we reasonably consider that there is a Health and Safety risk including the presence of hazardous materials; infestations; or harassment of our personnel, including verbal or physical abuse. We will not recommence work until the Health and Safety risk has been rectified to our satisfaction
- As boilers become older, for various reasons they may become noisy. Where age is the sole reason for noise, Home Shield cover does not consider this a fault, and it is not covered under the Home Shield Cover Plan. A charge will be made for any recurring callouts relating to the exclusions mentioned, chargeable at Gair Home Services current Normal Working Hours and Emergency Out of Hours (£90.00 – Normal Working Hours and £144.00 – Emergency Out of Hours)
- Parts of a Central Heating System or Controls that are specifically designed for underfloor heating
- Lead and steel pipework
- Parts of a Central Heating System or Controls designed to incorporate any other heat source, for example solar water heating or solid fuel heating, ground, air and water heat pumps
- Combined cooking and heating appliances
- Replacement of bespoke or designer radiators, and their components
- Fan-assisted convector heaters or immersion heaters
- We will not be liable for the access requirements for maintenance, repair, inspection and replacement of components at the property (e.g. removal of boxing cupboards, etc.)
- We will not take responsibility for any damage caused when attempting to gain access to carry out work at your property, if prior permission has been granted

- Gair Home Services will not accept liability for any inadequacy attributed to the original design and makes no warranty as to the fitness for the purpose or condition of the system. At any time, Gair Home Services reserves the right to withhold any plan for reasons of safety, accessibility for servicing or obsolete parts
- Any losses caused by any delays in obtaining spare parts and any losses because of a problem covered by this Plan, other than those direct costs expressly covered, unless caused by our negligence or that of our agents and suppliers, including the failure to search all our stockists for a spare part
- Systems, equipment or 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
- Instances where a Repair or Replacement is only necessary due to changes in legislation or Health and Safety guidelines
- Like-for-like replacement of parts. Our engineer can fit an alternative part supplied by you (so long as it complies with British Standards and regulations – for example, a switch or tap), however this part will not be guaranteed by us. Our engineer will not fit parts supplied by you where the Claim relates to the gas supply, Boiler or the Central Heating System
- Indirect costs arising because of disconnection from or interruption to the gas, electricity or water mains services to the Property
- Any investigative work, where the problem which caused you to Claim has already been resolved

5. Boiler Replacement Cover (BER)

- If there are circumstances whereby Your boiler cannot be Repaired (e.g. deemed Beyond Economic Repair or parts cannot be sourced), Home Shield 200, 300, 400 and 500 includes boiler replacement cover
- For a contribution of £500 from the customer, We will provide a Replacement Boiler that We deem suitable and fit for purpose. You cannot have the Boiler fitted by another party and charge the cost to Us
- Your boiler must be less than seven years old to qualify for Replacement. The age of Your boiler will be determined using information provided by the manufacturer only
- If Your boiler cannot be Repaired and is deemed older than seven years, then You will not be entitled to a Replacement
- If Your boiler is deemed BER and isn't eligible for Replacement, as a Home Shield Customer, you may be entitled to a discount for a new boiler installed by Us
- If You are eligible for a Boiler Replacement, it will include installation by Us but exclude any other Upgrades to Your Central Heating System
- If regulations require Your boiler to be moved to a new location in Your Home or the original Boiler was installed incorrectly, we reserve the right to charge You for any necessary re-piping to Your Central Heating System
- No cash alternatives will be offered for a Boiler Replacement
- Your Replacement Boiler will be supplied and fitted by Us at a mutually agreed date within a maximum of four weeks of Us determining Your boiler as BER. This is subject to You being available to provide Us access

6. The Agreement

- This section sets out the general terms and conditions which apply to Your plan
- This plan is an agreement between You and Us for the Safety and Maintenance inspections and Repairs included in Your selected Home Shield plan. We will provide these safety and maintenance inspections and Repairs to You in accordance with this plan
- Nothing in this plan will affect either Our or Your statutory rights
- We may vary the terms and conditions of this Plan. In such an event, we will write to You with a month's notice to Your address detailed on our records
- This Plan is specific to You and Your Home. The rights and obligations of this plan cannot be transferred to another Property or party without our written consent
- We may transfer all our rights and obligations under this Plan to another company. If we do so, neither Your rights nor our obligations and liabilities under this plan will be affected by any transfer
- We reserve the right to utilise carefully selected partner services to help us provide safety and maintenance inspections and Repairs

6.1. The Duration of Your Plan

- Your plan with Us is for the period of 12 months unless ended prematurely by either You or Us in accordance with section 6.9
- If you pay by monthly direct debit, your plan will automatically be renewed unless you tell us otherwise
- If you pay yearly, we will write to You to advise You of Your Renewal Date and annual payment amount in accordance with section 6.6

6.2. Provisions of the Safety and Maintenance Inspection and Repairs

- We will provide You with the safety and maintenance and Repairs included in Your chosen Home Shield Cover, in accordance with this Plan

6.2.1. Requesting Assistance (How to Claim)

- First check the circumstances are covered. Having done this, telephone Gair Home Services on **02380 363838**
- Our engineers will only attend where an adult of 18 years of age or over is present

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

6.2.2. Appointment Times

- Safety and maintenance inspections and Repairs will be arranged during Gair Home Service engineers' Normal Working Hours, unless it is deemed by Us to be an Emergency
- If We deem it an Emergency or that you are a Vulnerable Customer, you will be given priority
- Less urgent appointments may have to be rescheduled at times of high demand
- If prior to the appointment You declare to Us that You are:
 - (i) a Vulnerable Customer and/or
 - (ii) Your maintenance or Repair is an Emergency but upon arrival at Your Home our engineer discovers that these statement(s) are untrue, we reserve the right to charge You at Emergency call-out rates

Reasonable Time Scales

- We will carry out any repairs or visits you are entitled to within a reasonable time, unless something beyond our control makes that impossible
- In such cases, we will advise you as soon as possible and provide you with an alternative appointment

6.2.3. Gaining Access to Your Home

- You are responsible for arranging appointments with Us
- You are responsible for providing Us Access to Your Home at the time of the appointment
- We cannot carry out the work if we are unable to gain Access to Your Home
- In this event, we will notify You by letter or email
- If You wish to arrange another appointment, it is Your responsibility to do so and to provide Us access to Your Home at a mutually agreeable time and date
- If You fail to give Us Access to Your Home on two consecutive occasions, we reserve the right to charge You for each subsequent visit that relates to this fault or service
- If You fail to give Us Access to Your Home on two consecutive occasions to conduct a safety and maintenance inspection, we reserve the right to:
 - Charge You for any subsequent visits in relation to this service
 - Cancel Your plan
- In the event Your plan is cancelled for failure to provide Us Access, You will not be entitled to a refund for any payments made to Us

6.3. Conditions at Your Home and Treatment of Our Representatives

- It is Your responsibility to ensure that the conditions in Your Home are suitable for our engineers to complete the work
- If the conditions are not suitable for our engineers to complete the work, we will advise what needs to be done before we can perform the required works (e.g. removal of asbestos)
- If you have had asbestos removed, you must provide Us with a Clean-Air Certificate prior to Us arranging an appointment to complete the work

- The person who removes the asbestos is required by law to give You a Clean-Air Certificate

Conduct and Animal Control

- You must not, under any circumstances, physically or verbally abuse our employees. We expect all interactions with our staff to remain respectful and professional at all times

Pets and Animal Control

- Pets must be kept under control at all times during a scheduled visit.
- All animals must be securely restrained and kept away from our engineers while they are on the premises.
- If an animal is deemed dangerous, or if the engineer feels threatened, we reserve the right to refuse entry or discontinue the visit.
- In the event that a pet attacks or behaves aggressively towards our engineers, we reserve the right to report the incident to the relevant authorities.

6.4. Payment of the Plan

- The plan price payable by You is set out in your acceptance letter, sent at the time You take out Your selected Home Shield cover or when You choose to renew Your plan.
- You must pay the plan price in monthly instalments during the plan year, as set out in your acceptance letter.
- Monthly Payments must be made by Direct Debit or a single annual payment.
- Any cost for a Repair must be paid by credit or debit card prior to the work being carried out.
- Late Monthly Payments may incur an additional charge. Your Plan may be cancelled if payments are not maintained.
- Until full payment is made, we retain ownership of all parts and equipment fitted by Us. If You do not pay Us, we may recover these parts and equipment. Outstanding payments must be made before further works are carried out.
- If two or more people have entered this agreement with Us, each person is jointly responsible for any money owed.
- If your boiler is replaced by Us or others, no refund will be issued for the boiler service not completed (*Unless Home Shield 100*).

6.5. Plan Price Review

- Your Plan price is fixed for 12 months, except for changes in VAT or other applicable taxes.
- Your Plan price may be adjusted prior to Your Renewal Date in accordance with section 6.6. We will endeavour to give 30 days' notice of any changes to your direct debit payments.
- Where reasonably possible, you will be informed in writing prior to the Start Date of any changes due to VAT or other applicable tax or duty.

6.6. Annual Renewal Process

- We will write to You at least 30 days prior to Your Renewal Date to inform You that Your Plan is due for renewal, along with the Plan price.
- If You do not wish to renew Your Plan, You must inform Us in writing or by email 30 days before Your Plan expires. Our contact details are in section 6.11.
- We have no obligation to renew Your Plan.

6.7. Moving Home

- You must inform Us if You move Home.
- If We can offer Your selected Home Shield Cover plan in Your new Home, we will transfer the plan following a free inspection to ensure coverage is possible.

6.8. Our Responsibility

- We are responsible only for direct loss that is a foreseeable consequence of breaching this agreement, negligence, or breach of statutory duty.
- We are not responsible for:
 - Losses caused by events beyond our control
 - Business losses
 - Remedial work from structural or renovation work by You or third parties
 - Costs associated with re-housing or alternative heating methods
 - Reinstatement or redecoration unless caused by our negligence or breach of duty

6.9. Cancelling Your Agreement

6.9.1. Cancellation by Us

We may cancel this Plan if:

- The information You provide is false or inaccurate
- You cancel Your direct debit without entitlement
- Monthly Payments are not made
- Health & safety or other circumstances make continuation inappropriate
- Permanent repairs or improvements are needed; we may offer alternative cover
- You are violent or verbally abusive to our staff
- You fail to allow Us access on two consecutive appointments. In this case:
 - No refund will be issued for Monthly Payments already made
 - You must pay the minimum charge

6.10. Cancellation by You

- To cancel your Home Shield cover, write to us with 30 days' notice and the desired cancellation date.
- Cancelling your direct debit does not cancel your cover. If you stop payments without notifying us, we will contact you for money owed.
- You may cancel this Plan within 14 calendar days of receiving Your acceptance letter by notifying Gair Home Services in writing or by email at **hello@gairgas.co.uk**
- If We have carried out any work within the first 14 days, you must pay the minimum charge to cover costs including parts, labour and VAT.
- No partial refunds will be made for cancellations partway through a month.
- A charge of £40 may be made for missed appointments or cancellations within 24 hours of the visit.

6.11. Our Contact Details

Address: Home Shield Customer Care Team Gair Home Services Lakewood House, 50 Hiltingbury Road Chandlers Ford, Hampshire SO53 5SS

Telephone: 023 8036 3838 **Email:** hello@gairgas.co.uk

7. Complaints

If You wish to make a complaint regarding our performance or failure to meet obligations under this Agreement:

- Write to Us with details of the complaint
- We will respond in writing within 14 days

8. Alternative Dispute Resolution

If We cannot resolve your complaint through our procedure:

- As a member of the Hampshire Trading Standards 'Buy with Confidence' scheme, we use **Dispute Resolution Ombudsman**
- To refer a complaint, contact Hampshire Trading Standards:
 - **Phone:** 01962 833620
 - **Website:** www.buywithconfidence.gov.uk

9. YOUR PRIVACY

How We use and protect our information about You

This section explains how We (Gair Home Services) use the information We collect about You in Your dealings with Us, some of which will be classified as sensitive under the Data Protection Act. We will meet the standards set out in this policy whether You become a customer or not. We will collect information about You in several ways. If We significantly change any terms of the privacy plan, We will, if applicable, inform You.

9.1. How We Use Your Information

We may use Your information to do the following:

- Offer You Gair Home Services relevant offers and savings
- Contact You to ask how We can improve the way We manage Your account and provide You with services
- Contact You to suggest ways You may be able to save money
- Help Us train staff
- Monitor and record any of Your communications with Us, including telephone conversations and emails, to ensure We are giving You a good service and meeting our regulatory and legal responsibilities

If We contact You to tell You about offers, when possible, We will try to do so in the way You have requested and prefer to receive marketing information. If You decide not to have an account with Us, or if You do not use our Products anymore, We can keep Your information.

9.2. Sharing Your Information with Other Organisations

We do not share Your information with any third-party organisation, unless previously arranged and agreed.

9.3. How to See Information We Have About You

You are entitled to:

- A copy of the information We hold about You
- Ask Us to correct any inaccurate information

We can charge You a small fee of £40 for providing a copy of the information We hold, which must be paid up front. We will provide You with the information within 28 days.

Note: These Terms and Conditions do not affect Your statutory rights as a customer.