

Home Shield - Further Information (terms & conditions)

1. General

Home Shield Cover will provide the services and benefits described in this cover:

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

We will provide services and benefits on the basis of the details you have supplied and subject to the following terms and conditions. Please read carefully, to ensure this cover meets your individual requirements. Your cover is made up of your application, these terms and conditions (also referred to as 'your cover'), and the cover schedule. The terms and conditions for this cover are written in English and all correspondence entered into 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 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 on 02380 363838

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 and is printed in bold type wherever it appears in the cover wording.

Application: An application for arrangement of contract which can be made by you by telephone or online by the completion of an application form.

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

Geographical Limits: The mainland of Great Britain, not including the Isle of Wight. There are few areas of Great Britain where cover is not provided, if this affects you, we will tell you when you apply.

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

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

Our/us/we: Home Shield cover administer the cover and manage all claims on behalf of Gair Home Services.

Period of Cover: The period shown on the cover acceptance schedule and after an Initial Safety Inspection has been completed.

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

Emergency – means: 1. With regard to Plumbing & Drainage Care, an uncontrollable water leak to Your Plumbing System or Drainage System which, if left until Our Engineer's Normal Working Hours, would cause extensive damage to Your Home or would expose You to a risk to Your health, or if You are a Vulnerable Customer, an uncontrollable water leak to Your Plumbing or Drainage System; or 2. With regard to Electrical Care, a fault with Your Electrical Wiring which, if left until Our Engineers Normal Working Hours would cause extensive damage to Your Home would expose You to a risk to Your health, or if You are a Vulnerable Customer, a fault with Your Electrical Wiring.

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 getting said access by Replacing items such as cabinets or cupboards that we have removed and by filling holes we have made and leaving a level surface – We will not Replace or restore the original surface or covering, for example, tiles, floor covering, decoration, grass or plants.

Accidental Damage – When you do something that stops Your boiler or System from working properly – without meaning to.

Agreement – All of the Products You have covered with Us.

Annual Service – A check each year to ensure Your gas boiler, appliance or Central Heating System is safe and working properly.

Approved List – Boiler, appliances or parts that We can Repair or Replace.

Boiler and Controls – A single natural gas boiler on Your property that is designed for Home use and has the capacity of up to 70KW - as well as the flue and the wired or wireless controls that make it work, including the programmer, thermostats, motorised valves and Central Heating pump.

Central Heating – The heating and hot water System on Your Property – including Your expansion tank, radiators, bypass and radiator valves, Cylinders, and the pipes that connect them.

Cylinders – A tank that stores hot water.

Drains – The system of waste water pipes and drains on Your Property.

First Service – First service is due 12 months or in-line with the service schedule. However, we may visit Your Home when You first take out a product covering Your Boiler and Controls to check and confirm whether We can cover You.

Gas Supply Pipe – The pipe that connects Your gas meter to Your boiler and other gas appliances You have on or at Your Property.

Home Electrics – The electrical system on Your Property from and including the fuse box, and any wiring to Your electrical fixtures – including light fittings and switches, sockets, isolation switches, extractor fans up to 15cm in diameter, doorbells and smoke alarms that are connected to the wiring, doorway and security lighting as long as they are fitted less than 10 meters above ground.

Landlord Gas Safety Certificate (CP12) – A Landlord Gas Safety Record is required by law as there is a legal duty on owners of residential rented properties to have annual safety checks carried out on the gas appliances they provide for their tenants' use. These safety checks must be carried out by a suitably qualified and registered gas engineer and the results are recorded in detail on a Landlord Gas Safety Record form with copies provided to the landlord and tenant.

Maximum Cost – means:

1. In relation to Plumbing & Drainage Cover, £750 (including parts, labour and VAT) for Plumbing System Repairs during any Contract Year;
2. In relation to Electrical Cover, £750 (including parts, labour and VAT) for all Electrical Wiring Repairs during any contract Year and £750 (including parts, labour and VAT) for any one repair.
3. In relation to Central Heating Cover, £750 (including parts, labour and VAT) for any Central Heating System Repairs in any Contract Year.

Monthly Payment – Means that part of the Contract Price You must pay each calendar month.

Powerflush – process carried out where we remove a large percentage of sludge and debris from your heating system.

Period of Agreement – The day we accept Your application until Your Agreement runs out 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 and radiator 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 Contract, the date on which Your renewed Contract 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 break down.

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 agreement 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, radiator and heat exchanger corrode over time.

Schedule - The document that shows the Products you have covered with us, the Period of Agreement 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. Beyond Economic Repair (BER) – Means that it would cost more to Repair the boiler than to Replace it.

Normal Working Hours: for our engineers - between 08.00 AM – 5.30 PM (Monday to Friday excluding bank holidays). For our contact centre, - 24 hours a day, 365 days a year.

Emergency Out of Hours – Means the hours outside of Normal Working Hours for engineers.

Vulnerable Customer – Means any person who:

- Is residing at the Home and is aged over 70 or;
- Has a child residing at the Home who is under 1 years 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.

4. OUR MAINTENANCE CONTRACTS

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 do this inspection within 14 days of the beginning of your Agreement, it can be later if we are busy. If the inspection reveals a problem, we may:

- Tell you what work is needed and what it will cost you for that work to be done
- Offer you an Agreement which will not include the parts causing the problem, or cancel the Agreement and refund your money.
- 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.
- Following the first year anniversary of the cover, should you proceed to cancel or down grade the contract within 3 months of a repair/ maintenance carried out by Gair Home Services you will be charged the full repair cost.

5. Schedule Agreement (Excl Home Shield 100)

Cover does not commence until the date stated on Gair Home Services acceptance letter. If a repair is necessary within 21 days of cover start date a charge may be payable. Boilers must have been serviced 3 months prior to start date.

5.1. 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 a time that is mutually suitable to complete the boiler service. Boiler services are normally undertaken Monday to Friday, 8am – 5:30pm, between the months of March and September at our discretion.

What's not covered:

- Parts or labour.
- Damage caused by lime-scale or Sludge.

5.2. BOILER & CONTROLS

What's covered:

- No limit on boiler Repairs – unless the boiler is **BER**.
- Only natural gas & LPG that is; designed for Home use and has 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.

What's not covered:

- Boilers that still work but may be noisy.
- Reprogramming of timers and smart controls.
- 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's over 1 meter in length.
- Repairing or Replacing the flue including the flue terminal for any open flue appliances.
- 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.

5.3. CENTRAL HEATING

What's covered:

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

- Radiators, thermostatic radiator valves, automatic air vent and bypass valves.
- Cylinders standard domestic direct and indirect cylinders.
- Unvented cylinders and thermostores maybe covered following an independent inspection of the hot water cylinder at an additional cost (see 'How to sign' up page 17).
- The Central Heating pipes that connect the Central Heating System.
- Replacement parts of Your Central Heating System.
- Annual Boiler Service.
- This Contract includes unlimited call-outs 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.

What's not covered:

- Damage caused by lime-scale, Sludge or other debris.
- If we have advised You that You need to carry out Repairs, improvements, a Gair Home Services Powerflush, 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.

5.4. Landlord Gas Safety certificate

There is a legal duty on owners of residential properties to carry annual safety checks on the gas appliances they provide for their tenants 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, if we do not hear back from you after that we will not try again as it is up to you to arrange your safety checks.

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

What's covered:

- A Gas Safety Certificate for your gas meter, gas pipework and up to 3 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 is 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 to be used, you will be charged for us to attend the property for retesting the appliance.

5.5. 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.
- This Contract includes unlimited call-outs 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.
- Internal Stopcocks

What's not covered:

- Your water supply pipe from the boundary of Your Property, to Your Home.
- 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 to taps, showers and shower pumps.
- Sanitary ware, spa baths, jacuzzi, seals, retiling and grout.
- Built in / concealed WC cisterns.
- No external pipework (Plumbing or drainage) over 6 meters in height.
- Any parts that are designed to boost Your mains water pressure.
- Water softeners, water filters, inline scale reducers and waste disposal units.
- 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.

5.6. DRAINS within your property

What's covered:

- Replacement of the parts that We cannot Repair.
- Unblocking drains to restore flow.
- Repair of leaking overflows.
- Repair to soil and vent pipes.
- This Contract includes unlimited call-outs 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.

What's not covered:

- Rainwater guttering and down pipes, manholes and their covers, soak-ways, septic tanks, cesspit's, drainage pumps, macerators, treatment plants and their outflow pipes.
- Cleaning and de-scaling Your Drains.
- Shared Drains.

- Drainage pumps/pumped Systems.
- Accidental damage and third party interference.

5.7. Unvented cylinder

At an additional premium only

What's covered:

- Annual service on un-vented cylinder.
- The combination valve, including:- pressure reducing valve, filter, non-return valve and pressure release valve and temperature/pressure release valve.
- The expansion vessel.

What is not covered:

- Immersion element and cable.
- Re-establishing air gaps following customer users instructions.
- Accidental damage and third party interference.

5.8. 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.
- This Contract includes unlimited call-outs 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.

What's not covered:

- Doorbells, satellite dish, radio & television aerial, 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.
- Doorway and security lighting.
- Light bulbs.
- Electrical appliances including non-permanent wiring e.g. kettles, fairy lights or other appliances on a plug.
- Electric boilers.
- Electric showers and their parts, cooker extractor hoods, storage and panel heaters, underfloor heating, controls, pumps, detectors, timers and programmers.

- Solar panels 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 rewire.
- 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.
- Electric vehicle charging stations.

6. 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 repairing 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 Contract, Any call-outs deemed to have been pre-existing to the commencement date of the boiler service and maintenance products and within the first 21 days of the contract will not be covered and may incur a charge for the call-out 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 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.

- 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 call-outs relating to the exclusions mentioned, chargeable at Gair Home Services current Normal Working Hours and Emergency Out of Hours. (£82.00 - Normal Working Hours and £144.00 for 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. For example 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 and Plan for reasons of safety, accessibility for servicing or obsolete parts.

7. BOILER REPLACEMENT COVER

- If there are circumstances whereby Your boiler cannot be Repaired, for example, if Your Boiler is deemed to be Beyond Economic Repair or if the parts for Your boiler 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 as 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 7 years old in order 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 to be older than 7 years, then You will not be entitled to a Replacement.
- If your boiler is deemed Beyond Economic Repair 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 Boiler Replacement.
- Your Replacement Boiler will be supplied and fitted by Us at a mutually agreed date within a maximum of 4 weeks of Us determining Your boiler as being BER. This is subject to You being available to provide Us access.

8. THE CONTRACT

This section sets out the general terms and conditions which apply to Your Contract.

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

8.1. THE DURATION OF YOUR CONTRACT

- Your Contract with Us is for the period of 12 months unless ended prematurely by either You or Us in accordance with section 8.9.
- If you pay by monthly direct debit your contract will automatically be renewed. If you pay yearly, we will write to You to advise You of Your Renewal Date in accordance with section 8.6. Unless You tell us prior to Your Renewal Date that You do not wish to renew Your Contract, we will assume that you wish to renew Your Contract a further 12 months.

8.2. 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 Product, in accordance with this Contract.

8.2.1 Requesting assistance (How to claim)

- First check the circumstances are covered. Having done this telephone Gair Home Services: stating your cover number, on: 02380 363838
- If you require a Security Password or have any special needs, please notify the Helpline when you call.

- Once the repairs are completed to your satisfaction, simply sign the completed works order with the engineer directly.
- 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.**

8.2.2. 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) were 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 which case we let you know as soon as possible and give you another time scale when we can visit.

8.2.3. 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 an agreed 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 and every subsequent visit that relates to this particular 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 and/or cancel Your Contract. In the event Your Contract is cancelled for failure to provide Us Access, you will not be entitled for a refund for any payments made to Us.
- Our engineers will only work on your property if there is someone 18 years or older there at the time of the visit.

8.3. 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 tell you what you need to do before we can perform the required works. For example, the removal of asbestos.

- If you have had asbestos removed, you must provide to Us 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.
- You must not physically or verbally abuse our employees under any circumstances and You must behave appropriately at all times.

8.4. PAYMENT OF THE CONTRACT

- The Contract price payable by You is set out in The Schedule that will be sent to You at the time You take out Your selected Home Shield product or at the point in which you choose to renew Your Contract.
- You must pay the contract price in monthly installments during the Contract year as set out in Your Schedule.
- Your Monthly Payments must be made by Direct Debit or single annual payment.
- Where there is any cost for a Repair, this must be paid by credit or debit card prior to the work being carried out.
- Late Monthly Payments may incur an additional charge. Your contract may be cancelled if you do not keep up your payments.
- Until full payment is made, We retain all ownership of all parts and equipment fitted by Us. If You do not pay Us we may recover these parts and equipment from You. Any outstanding payments must be made before any further works will be carried out.
- If two or more people have entered this Contract with Us, each person will be jointly responsible for any money owed. This means that we can claim all of the money owed from either person.
- If boiler is replaced by us or others no refund for the missed service not being completed will be issued/applied* *Unless Home Shield 100.

8.5. CONTRACT PRICE REVIEW

- Your Contract price is fixed for 12 months with exception for any changes in VAT or any other applicable taxes.
- Your Contract price may be adjusted prior to Your Renewal Date in accordance with section 8.6. We will endeavor to write to you, give you 28 days notice of any changes to your direct debit payments.
- Where we can reasonably do so, You will be informed in writing prior to the Start Date of any changes to the Contract price which is due to a change in VAT or any other applicable tax or duty.

8.6. ANNUAL RENEWAL PROCESS

- We will write to You at least 28 days prior to Your Renewal Date to inform You that Your Contract is due for renewal along with the Contract price You must pay if You elect to renew Your Contract with Us.
- If for any reason You do not wish to renew Your Contract You must inform Us in writing or by email, prior to the date on which Your

Contract expires. Our address and telephone number can be found in section 8.11.

- We have no obligation to renew Your Contract.

8.7. MOVING HOME

- You must inform Us if You move Home and if We are able to offer the services of Your selected Home Shield Cover product in Your new Home, we will transfer the Contract following a free of charge inspection to ensure we can cover your new home.

8.8. OUR RESPONSIBILITY

- We are only responsible for any direct loss that is a foreseeable consequence of Our breaching this Contract, Our negligence or Our breach of statutory duty.
- We are not responsible for any losses caused by an event or circumstance beyond our reasonable control.
- We are not responsible for any business losses.
- We are not responsible for remedial work arising from structural or renovation work carried out in Your Home or Property by You or a third party, for example the removal of radiators in addition to new equipment, extensions or accidental damage.
- We are not responsible for any cost associated with re-housing the occupants of the Property or any personal costs associated with alternate heating methods.
- We are not responsible for the cost of any reinstatement or redecoration required as a result of the work We undertake unless the reinstatement or redecoration is required because We have been negligent, or We are in breach of this Contract or our statutory duty.

8.9. CANCELLING YOUR CONTRACT

8.9.1. Cancellation by us, We may choose to cancel this Contract if;

- The information You give Us is false or inaccurate; or;
- You cancel Your direct debit in circumstances where You are not entitled to cancel Your Contract or;
- Your Monthly Payments as set out in the Schedule are not made or;
- If circumstances arise (including health & safety issues) which make it inappropriate for the contract to continue.
- We may cancel your cover because we have told you that permanent repairs or improvements are needed, we may offer you another cover with us, for example one which will not include parts causing the problem or does not include the cost of repairs to your system or boiler.
- You are physically violent or verbally abusive towards any of our employees or other staff employed by Us to provide You with services;

- You fail to allow Us access to Your Property on two consecutive Safety and Maintenance inspections or Repair appointments. In these circumstances You will not be entitled to a refund of the Monthly Payments you have paid and You must also pay to Us the minimum charge.

810. Cancellation by You

- If you choose to cancel your Home Shield cover you should write to us giving us 30 days notice and the date you wish to cancel your cover. You can also cancel your Home Shield cover by completing a cancellation form available from Gair Home Services.
- Cancelling your direct debit through your bank does not mean that you have cancelled your Home Shield cover with us. If you stop your direct debit without writing or e-mailing us, we will contact you for money owed.
- You may cancel this Contract within 14 calendar days of receiving Your Schedule by either notifying Gair Home Services in writing (at the address or email address set out in section 8.11) or by completing a cancellation form available from Gair Home Services.
- If We have carried out any work within the first 14 days, You must pay the minimum charge to cover our costs including parts, labour and VAT.

8.11. OUR CONTACT DETAILS

If You wish to write to us our address is:

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

If You wish to telephone us our telephone number is:

023 8036 3838.

9. COMPLAINTS

Occasionally circumstances arise where problems can occur, giving rise to complaints. If You wish to make a complaint concerning our performance and failure of our obligations under the terms of this Contract, You must write to Us, setting out details of the complaint and We will reply with a written response within 14 days.

10. Alternative Dispute Resolution

Where we cannot resolve any complaints using our own complaints procedure as a member of the Hampshire Trading Standards 'Buy with

Confidence' scheme, we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Hampshire Trading Standards on 01962 833620 www.buywithconfidence.gov.uk

11. PRIVACY POLICY

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 or not You become a customer. We will collect information about You in a number of ways. If We significantly change any terms of the privacy policy we will, if applicable advise You.

11.1. HOW WE USE YOUR INFORMATION

We can use Your information to do the following:

- Offer You services, accounts and Products, again including loyalty and incentive programmes. We can use automated scoring System to help us choose what We offer You.
- 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.
- We can monitor and record any of Your communications with Us, including telephone conversations and emails, to make sure 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 it the way you have requested and prefer to receive marketing information. If You decided not to have an account with Us, or if You do not use our Products any more, We can still keep Your information.

11.2. SHARING YOUR INFORMATION WITH OTHER ORGANISATIONS

We do not share your information with any third party organisation.

11.3. HOW YOU SEE THE INFORMATION WE HAVE ABOUT YOU?

You are entitled to a copy of the information We hold about You, and to ask Us to correct any inaccurate information. We can charge You a small fee for providing a copy of the information We hold which must be paid up front. We will provide you with information within 28 days.

These terms and conditions do not affect your statutory rights as a customer.