

Care Plan Terms & Conditions

1. Introduction

These are Kesselmann's Terms & Conditions. They tell you:

The terms of your Kesselmann Care Plan
 What you can expect from Kesselmann
 Your rights and responsibilities

2. When These Terms Apply

Please ensure you read these terms before agreeing to a Kesselmann Care Plan.
 By agreeing to a Kesselmann Care Plan, you are agreeing to these terms.

3. What Do We Mean by a "Kesselmann Care Plan"?

Any of the products detailed below:

Bronze Plan	Silver Plan	Gold Plan	Platinum Plan
✓ Boiler service	✓ Boiler service ✓ Boiler & Controls	✓ Boiler service ✓ Boiler & Controls ✓ Central heating	✓ Boiler service ✓ Boiler & Controls ✓ Central heating ✓ Plumbing & Drainage

4. Terminology

For the purpose of these terms & conditions the following words have the following meanings:

- "Us/We/Our/Kesselmann" refers to Kesselmann Cover Ltd.
- "You/Your" refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials).
- "Engineer" refers to the representative(s) appointed by Kesselmann to carry out work.
- "Care plan" refers to any Kesselmann Care Plan.

5. Cover Start Date

Your cover will start after we have inspected your boiler and system. Once approved, your cover will start from the date in which we receive the first payment. The minimum subscription period is 12 months from the date of the first payment. Thereafter, your agreement is ongoing until you tell us you would like to cancel, or if we cancel the agreement.

6. Initial Inspection

If you would like to take out one of our care plans, an engineer will visit your property to carry out an annual boiler service and give the system a health and safety inspection. Should any part of your system be deemed unsafe or not to the required standard for our care plan, we will charge for the annual service that has been carried out.

7. Payments

Your cover starts when we first receive payment. Your plan may be suspended if regular payments are missed. We reserve the right to charge £25.00 for pursuing missed payments.

8. Changing your boiler or appliance

If you change a boiler or system that's covered by your care plan with us, you must tell us the make and model of the new one, so we can check that we can cover it. If we can't cover your new boiler or system, we may need to cancel or amend your care plan.

9. Access to your property

Our engineers can only work on your property if there's someone 18 years or older there at all times during the visit who can give instructions to our engineer. It's your responsibility to give us access to your property. If we can't get access, we won't be able to complete the work. Our engineers must be able to access heating equipment without having to remove any fixtures, fittings, furniture or other household possessions.

We won't undertake any work in your home if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, aggressive pets, verbal or physical abuse or harassment. If any asbestos needs to be removed before we can repair your boiler, appliance or system, you'll need to arrange and pay for someone else to remove it and give you a certificate of reoccupation which you'll need to show us.

10. Cancellations

The named care plan holder can cancel by writing or emailing us at the addresses shown. Cancellation will be dated from the date of receipt of the written cancellation notice.

We may suspend or cancel your care plan if:

- You have given false information
- It is not possible to find parts to keep your system working safely
- You do not make an agreed payment or payments have been stopped
- You put our engineers' health and safety at risk
- You don't carry out the recommended work needed that is given to you by our engineer
- Your home is unfit to carry out works in

We will give you 7 days' notice of cancellation.

We will not attend your property in respect of any claims made whilst your care plan is suspended until the overdue payment has been made to bring the account up to date.

We will charge you for any works that have been carried out in that period including any repairs or boiler servicing that has been done. We will take off any payments you've made since you bought or renewed your contract. The list below shows you the amount you'll have to pay for.

- Boiler or central heating repairs or replacement - £150.00
- All other completed repairs or replacement - £150.00
- Annual boiler service - £80.00
- Gas safety inspection - £80.00

11. Changes of address

You must inform us in writing or email of any change of address. We will decide whether your care plan can be transferred upon receipt of details of the system at your new address. We may need to visit your new home to inspect the system before we transfer your care plan. Your care plan may be suspended if we do not receive notification of a change of address or details of the new system.

12. Under warranty

If your boiler, appliance or system is covered by a third-party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty.

13. Annual service

One of our engineers will visit your home once a year to check that your boiler is working safely, efficiently and in line with the relevant laws and regulations.

When your annual service is due, we'll send you an email, letter or contact you by telephone to arrange it.

14. Gas safety inspection CP12

If you are a landlord and have taken out one of our landlord care plans, one of our engineers will visit your home once a year to check the gas installation and appliances are working safely, efficiently and in line with the relevant laws and regulations.

When the gas safety inspection is due, we'll send you and the tenant an email, letter or contact you or the tenant by telephone to arrange it.

15. Spare parts

If we do not carry the spare parts your repair requires on the day, we will endeavour to find parts from our suppliers. We may not always be able to replace parts like-for-like and therefore may use an approved alternative or standard range of product. For example, parts

may not always be the same design or colour as the original, but if you wish to provide your own parts we will fit under the terms of the contract. Should we find any boiler parts to be obsolete we will not be able to carry out the associated works and we will instead provide a quotation for a replacement boiler.

If there are three or more repairs required on a boiler within any 12 month period, it will be deemed beyond economic repair. If a boiler will cost in excess of £400 to repair, it will be deemed beyond economic repair. In such circumstances, we will provide a quotation to replace the boiler with a £400 discount applied.

16. Specialist and decorative parts

Your plan does not include a like for like replacement of curved radiators, decorative towel radiators etc. We can either replace it with a standard radiator or install a product that you've bought yourself - in which case we only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself.

17. Accidental, third party or deliberate damage

We won't cover any damage you've caused if anyone other than us carries out any work on your boiler, appliance or system and damages it, your care plan doesn't include putting that right. We won't repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgement to determine how the damage was done.

18. Cosmetic damage

Your product doesn't include repairs or replacement for minor damage that doesn't stop your boiler, appliance or system from working properly or making it unsafe. For example, you've scratched your boiler casing.

19. External water supply stopcock

If we can't turn off the external water supply stopcock to your home to complete your repair, it's up to you to get your water supplier to turn it off.

20. Collateral damage and household insurance

Your product doesn't include repairing or replacing any damage caused by leaks, extreme weather, flooding, structural issues, fire or explosions or any other kind of damage that's normally covered by household insurance. It's your responsibility to ensure that you have adequate cover for such matters.

21. Making improvements

Your policy only includes repairing your boiler, appliance or system when it stops working properly. It doesn't include any improvements or upgrades for example: replacing working radiators, swapping standard radiator valves for thermostatic ones, subject to negotiation.

22. Energy/central heating management systems/communication connections

We're not responsible for your internet connection or home wi-fi, or data transmission to, or from appliances devices or control systems. Your policy doesn't cover energy or central heating management systems.

What we cover

23. Annual Boiler Service

- ✓ Comprehensive annual service on a single gas boiler
- ✓ Boiler will be opened up to clean key components
- ✓ Parts to be checked for operational safety & ratios restored to manufacturers guidelines
- ✓ Gas seals that are disturbed whilst performing servicing in accordance with manufacturer's instructions.

24. Boiler & Controls

- ✓ Breakdowns & repairs on a single gas boiler
- ✓ The boiler flue including the flue terminal up to 1m in length
- ✓ Your boilers gas supply pipework
- ✓ £400 off the cost of a new boiler if deemed beyond economic repair
- ✓ Heating controls including thermostats, programmers, motorised valves & domestic sized circulating pumps

25. Central Heating System

- ✓ All repairs to the central heating system & primary heating pipework within the property
- ✓ Standard radiators & associated valves
- ✓ External expansion vessels
- ✓ Pressure relief valves
- ✓ Gauges & external filling loops

26. Plumbing & Drainage

- ✓ Repairs to the plumbing system within your home including water pipes as they enter the house & throughout the house
- ✓ Hot water cylinders & their components such as immersion heaters, timers & thermostats
- ✓ Cold water tanks, ball valves & floats
- ✓ Ball cocks, siphons, valves & flush handles/buttons
- ✓ Domestic drainage within the property
- ✓ Repairing leaks on internal waste pipes

What we don't cover

27. Notable exclusions

- × Repairing a boiler or any part of it, which is beyond economical repair
- × Combination cylinders, elson tanks, thermal storage units, unvented hot water cylinders or their controls
- × Separate gas heaters providing hot water
- × Oil systems
- × Frozen pipes within the boiler and/or system which have not resulted in a leak or permanent blockage
- × Adjustment of timing and temperature controls
- × Venting of radiators
- × Any defect or failing which may be attributed to the design of the boiler and/or system
- × Damage linked to the supply of your gas, water or electricity
- × Underfloor heating, solar systems, system inhibitors, electric elements in radiators, lead pipework, taps, showers, shower pumps, sanitary ware units and grouting, electric shower units.
- × Damage caused by aggressive water, system contamination, limescale, sludge or other debris in the system
- × Removal of flooring, kitchen cupboards or any other fixed building materials
- × Making good to plaster, tiles or any other decorative fixtures
- × Repairs within the first 30 days of starting your care plan
- × Payment for any inconvenience, loss of earnings or damage caused by delay outside our control
- × The need for repair caused by anyone other than the engineer authorised by us
- × Any equipment or plumbing / heating system not installed, operated, maintained or repaired in accordance with established practice or manufacturer's instructions, statutory regulations or British standards
- × Damage while your home is unoccupied
- × Damage arising as a result of disconnection or reconnection from or interruption to the gas, electricity or water mains services to your home
- × Damage caused to your home as a result of leaking appliances or pipework.

28. Boiler & Controls exclusions

- × Solid fuel or oil fuelled boilers.
- × Gas fires or any other gas fired device other than a central heating boiler shown on your summary used for domestic purposes only
- × Condensate lift pumps
- × Repair or replacement of non-standard or extended flue systems.
- × Damage to the central heating controls due to human error
- × Heating controls specifically designed for underfloor heating
- × Remote control central heating systems, mobile phone or any other internet connection heating control equipment whose primary purpose is operating your central heating system

29. Central heating & controls exclusions:

- × Gas fires, solar panels or 'Green' or 'Renewable energy' systems

- × Mains pressure hot water thermal storage systems, for example BoilerMate, Gledhill, Heatbank, Megalfo, Pandora by DPS, Potterton, Suprima, Thermflow, Tribune and any other similar thermal storage heating system
- × Underfloor heating pipework
- × Electric central heating systems
- × Electric heaters
- × Warm air central heating systems
- × We will not pay for any filter or related device for the purpose of removing sludge scale or other debris from your central heating or plumbing system

30. Plumbing & Drainage exclusions:

- × Any plumbing external to your home, including but not limited to external stop tap and service pipe
- × Bath and shower seals or grouting, whirlpool bathtubs or spa baths including pumps and valves, swimming pools or similar, ponds, fountains and any associated pipes, valves or pumps
- × The plumbing supply between your home and any outbuildings
- × Water softeners and water filters, water meters, scale reducers, waste disposal units
- × Any device which can be plugged into the electricity supply or operates using electricity
- × Hot water pumps or any part of your water system designed to increase mains water pressure
- × Blocked drains, waste pipes or soil pipes
- × Repairing or replacing taps
- × Macerator units for toilets for example, Saniflo
- × Any damage to cisterns, sinks, baths, showers, whirlpool baths or spa baths

31. Gas supply pipework exclusions:

- × Gas company's meter or other monitoring or measuring device
- × Any gas supply pipe which is the responsibility of the gas supply company
- × Tracing leaks, which are the responsibility of the National Gas Emergency Service

32. How to make a claim

If an incident occurs at your home which is covered by your care plan, please call 01482 770650 to arrange for the incident to be dealt with in accordance with the terms and conditions of your care plan. You must call us as soon as you are aware of the incident. We will not be able to cover the cost of any work carried out by persons not authorised by us in advance.

33. How to make a complaint

We are committed to great customer service and will always aim to do our best but unfortunately there may be times when things go wrong. If you have a complaint, please contact us on [01482 770650](tel:01482770650). By email to info@kesselmann.co.uk or by post to Kesselmann, Unit 31 Louis Pearlman Centre, Goulton Street, Hull, HU3 4DL.

34. Breakdowns and Emergencies

All standard services are offered between normal working hours Monday - Friday between 8.00am - 17.00pm in the months October-March) and 8.00am – 4.00pm in the months April-September.

For emergencies an engineer will aim to get to you within 24 hours. Emergencies are classed as uncontrolled water leaks or emergencies posing an immediate risk to your health or home. Out of hours emergency cover is available after our normal working hours until 22:00 Mon-Fr and 8:00- 17:00 Sat-Sun.

For out of hour's emergencies please call 01482 770650.

If the engineer attends to your property and the problem is a non-emergency and you have told us it is you will be charged £90 for the call out.

35. Gas leaks

If you think you have a gas leak you MUST immediately call the National Gas Emergency Service on [0800 111 999](tel:0800111999). The National Gas Emergency Service will attend your property and isolate the leak.

36. General

Kesselmann is a trading style of Kesselmann Cover Ltd.

Kesselmann Cover Ltd is a company incorporated in England and Wales with registered number: 14161707

Our registered office 2 Exeter Street, New Village Road, Cottingham, HU16 4LU, and main trading address is: Kesselmann, Louis Pearlman Centre, Goulton Street, Hull, HU3 4DL.

Kesselmann Cover Ltd is part of the Kesslmann Group of companies. Work undertaken under your plan will be carried out be our by our Gas Safe Registered sister company Kesselmann Plumbers Ltd.