

## **Bucks Boiler Cozy Care Plan Terms and Conditions.**

We understand that terms and conditions are often extremely difficult to understand due to how they are written. We have tried to keep our Cozy Care Plan terms and conditions extremely clear so you know exactly what is and isn't covered.

### **1. Scope of Contract.**

1.1 Bucks Boilers will provide the level of cover described within the 'Plan Summary' below subject to an initial chargeable service and inspection.

1.1 Bucks Boilers will provide the level of cover described within the 'Plan Summary' below. However, there is an initial 30-day period where you cannot make a claim. This is to prevent claims on pre-existing problems and to keep premiums competitive for all our customers.

1.2 When referring to 'We' this refers to Bucks Boilers Ltd.

1.3 This contract is strictly a maintenance contract and is not an insurance policy. Bucks Boilers Ltd is therefore not regulated by the FCA.

1.4 This plan is intended for domestic boilers only and will only carry out works at residential properties.

1.5 All plans are subject to a first visit inspection/service. This will deem if the boiler/system is suitable for a Cozy Care Plan. ( see limitations)

### **2. Our Plans.**

#### **2.1 Cozy Care 1.**

Here is what is included:

- Annual Boiler Service.
- Priority Service over non contract customers.
- Loyalty discount on other services.

#### **2.2 Cozy Care 2.**

Here is what is included:

- Annual Boiler Service.
- Priority Service over non contract customers.
- 24 Hour Emergency Call Outs.
- 1 call out included per year.
- Boiler and heating controls covered.
- Loyalty Discount on our other services.

#### **2.3 Cozy Care 3.**

Here is what is included:

- Annual Boiler Service.
- Priority Service over non contract customers.
- 24 Hour Emergency Call Outs.
- Loyalty Discount on our other services.
- Boiler and heating controls covered.
- Central heating Cover.
- 2 call outs included per year.

#### **2.4 Cozy Care Complete.**

Here is what is included:

- Annual Boiler Service Included.

- Priority Service over non contract customers.
- 24 Hour Emergency Call Outs.
- Loyalty Discount on our other services.
- Boiler and heating controls covered.
- Central heating Cover.
- Plumbing cover.
- Unlimited call outs.
- Parts and labour included.

## 2.5 Cozy Care Aqua

**Cozy Care Aqua plans** are designed for properties without a gas supply and include annual servicing of an unvented hot water cylinder and plumbing support. Plans range from cylinder-only service to full plumbing cover with unlimited call-outs.

## 2.6 Cozy Care Aqua 1

Service only of your unvented hot water cylinder.

## 2.7 Cozy Care Aqua 2

Service of your unvented hot water cylinder and 1 plumbing call out included.

## 2.8 Cozy Care Aqua 3 .

Service of your unvented hot water cylinder and 2 plumbing call outs included.

## 2.9 Cozy Care Aqua Complete

Service of your unvented hot water cylinder and unlimited plumbing call outs included.

Components of the System.

3.1. Your heating system is made up of a number of different components. The components of the heating system covered within each plan are as follows:

### 3.2 Cozy Care 2.

- Boiler internals and controls (excluding smart), timer, programmer. Room and cylinder thermostat.

### 3.3 Cozy Care 3.

- Boiler internals.
- Circulation pump.
- Thermostatic radiator valves.
- Timer/thermostat.
- Pressure controls.
- Radiators.
- Heating pipework.
- Hot water cylinder.
- Motorised valves.
- 

### 3.4 Cozy Care Complete.

- Boiler and all internals.
- Circulation pump.
- Thermostatic radiator valves.

- Timer/thermostat.
- Pressure controls.
- Radiators.
- Heating pipework.
- Hot water cylinder.
- Motorised Valves.
- Plumbing pipework.( from your internal stop cock into your property)

Below you will find information on each of the benefits within our service plans. Please refer back to 'Our Plans' above to see which items below are included in each plan.

#### **4. Annual Service.**

4.1. One of our Gas Safe qualified engineers will perform the service and safety check in line with manufacturers instructions.

4.2. Included in this service/safety check, we will perform the following as a minimum:

- Check emissions using a fully calibrated flue gas analyser.
- Check of the inlet and/or working gas pressure.
- Clean condensate trap.
- Clean inside of boiler case.
- Gas rate if required.
- Test of safety devices and all safety checks in line with Gas Safe guidelines.

4.3. We will also inspect the radiators, hot water cylinder and other components for leaks or defects

4.4. A gas tightness test will be performed in certain circumstances to ensure the property is free from gas leaks

4.5. The annual service will be arranged at a time and date convenient to you but in between the months of March and September . Unless otherwise arranged with the contract holder beforehand.

4.6 The annual service will be carried out Monday to Friday between 8 am and 4 pm unless otherwise agreed by Bucks Boilers Ltd.

#### **5. Annual Carbon Monoxide Test.**

5.1 We will complete a test to check all carbon monoxide detectors in the property are working correctly once per year.

5.2 If no carbon monoxide testers are present in the property we are able to fit for cost price.

#### **6. Priority Callouts.**

6.1 We will endeavour to attend all breakdowns within the timeframes below based on your plan:

Cozy Care and Aqua 1: Breakdowns reported before 4pm within 48 hours.

Cozy Care and Aqua 2: Breakdowns reported before 4pm within 24 hours.

Cozy Care and Aqua 3: Breakdowns reported before 4pm within 24 hours.

Cozy Care and Aqua Complete : Breakdowns reported before 4pm within 24 hours.

6.2 In the event of a breakdown being reported on Saturdays, Sundays, Bank Holidays or after 4pm, we endeavour to attend the property within the timeframes above based on your plan:

6.3 The timeframes outlined above are subject to workload and availability.

## **7. Emergency Callouts.**

7.1 We will endeavour to attend your property within:

Cozy Care and Aqua 1: Within 48 hours irrespective of the time of day.

Cozy Care and Aqua 2: Within 24 hours irrespective of the time of day.

Cozy Care and Aqua 3: Within 24 hours irrespective of the time of day.

Cozy Care and Aqua Complete : Within 24 hours irrespective of the time of day.

7.2 The timeframes outlined above are subject to workload and availability.

## **8. Service Plan Callouts.**

8.1 Customers have the right to callouts based on their plan as outlined below:

Cozy Care and Aqua 2: 1 Callout per year.

Cozy Care and Aqua 3: 2 Callouts per year.

Cozy Care and Aqua Complete: Unlimited Callouts per year.

8.2. Where call outs are unlimited this is subject to fair use and adequate severity.

8.3 Unlimited calls out apply as long as there is fault present, if we inform you that the issue is not a fault or not covered and you call us out we will have the right to charge at our standard rates.

8.4 We may fit replacement parts that are adequate but not the same as the defective part(s).

8.5 New Parts will only be fitted where old ones are beyond reasonable repair. We will be the sole arbitrators as to the condition of parts.

## **9. Loyalty Discount on Other Services.**

9.1. As a Cozy Care Plan and Cozy Care Aqua customer you receive the following discounts on the labour of our other services:

Cozy Care and Aqua 1: 5% Discount on all labour.

Cozy Care and Aqua 2: 10% Discount on all labour.

Cozy Care and Aqua 3: 15% Discount on all labour.

Cozy Care and Aqua Complete: 20% Discount on all labour.

## **10. Exclusions**

10.1 Any breakdown that is caused by sludge, scale or system deposits will not be covered - this will be confirmed by an independent water quality test if required (chargeable to customer if it fails).

10.2 Any breakdown that is a result of a problem with the water mains, electrical grid or gas main/meter. Including having no credit on a gas meter.

10.3 Pre-existing faults and defects in the design or installation of the system.

10.4 Any breakdowns caused by blocked drains backing up into the boiler.

10.5 Replacement of cosmetic parts such as boiler casings and covers.

10.6 Faults caused due to the fabric of the building, for example, pipes in walls bursting due to subsidence.

10.7 Any defects caused due to malicious actions, misuse or third party interference.

10.8 Any defect caused by; fire, flood, lightning, explosion, storm, frost, terrorism or the impact of any other extraneous cause.

10.9 We will not be held responsible for delays in the provision of parts from suppliers or delivery firms.

10.10 Designer radiators and towel rails will be attempted to be repaired but not covered for

Replacement. Where a radiator requires changing we will only change for a standard white radiator.

10.11 As boilers get older for many reasons they become noisy, where noise is down to the age of the appliance we will not class this as a fault and is not covered under any plan.

10.12 We are not liable for any repairs to which we cannot gain reasonable access, removal of any obstructions will be at our sole discretion and will reserve the right to charge you at our standard rates. We may insist that you arrange for the obstruction prior to us carrying out the repair, we will not be held liable for any making good unless it's down to our negligence.

10.13 Any loss or damage to any property caused by the boiler, heating system or plumbing system breaking down for example damage to ceiling due to a leak.

10.14 The cost of removing sludge or scale from the system and the damage caused or adding corrosion inhibitor would not be covered.

10.15 Removal of dangerous materials for example asbestos.

10.16 Any part of a flue concealed within the fabric of the building.

10.17 Adjustments to time controls unless already on site.

10.18 Replacement of showers or taps.

10.19 Below Ground drainage.

10.20 Mains supply pipe.

10.21 Replacement of baths, shower cubicles, basins and toilets.

10.22 Gas supply pipe between meter and all appliances.

10.23 Replacement Unvented Cylinders.

10.24 Permitted by law where we are in breach of the terms of this contract or cannot honour the agreement the maximum liability will be limited to the cost of the relevant service plan you have in place. (Up to the amount you have paid for the current year). Under no circumstance are we liable for loss of earnings, profit, loss of goods, loss of business. None of these conditions limit us from the liability relating to death or personal injury from our negligence.

10.25 If the total repair cost exceeds £600 on any plan the boiler or system will be deemed beyond economical repair.

10.26 Repairs to your boiler are not included under any service-only Plan and are excluded under a boiler or system care Plan where the boiler is deemed, in our sole discretion, to be Beyond Economic Repair (BER). Your boiler will be BER if the heat exchanger fails or if the value of the boiler or programmer is less than the cost of the parts to repair it.

The table below illustrates the BER value of a boiler according to its age:

| Age (in years) | Nominal Boiler Value | Value after depreciation per annum @ 18% |
|----------------|----------------------|--|
| 1              | £1000                | £820                                     |
| 2              | £820                 | £672                                     |
| 3              | £672                 | £551                                     |
| 4              | £551                 | £452                                     |
| 5              | £452                 | £371                                     |
| 6              | £371                 | £304                                     |
| 7              | £304                 | £249                                     |
| 8              | £249                 | £204                                     |
| 9              | £204                 | £167                                     |
| 10             | £167                 | £137                                     |
| 11             | £137                 | £112                                     |
| 12             | £112                 | £92                                      |

## **11. Missing / Cancellations of Appointments.**

11.1 Customers that have arranged a breakdown callout or annual service are given a 4 hour slot.

11.2 Customers must give 24 hours notice to change an appointment date/time.

## **12. Use of Subcontractors.**

12.1 We reserve the right to use subcontractors to carry out any breakdowns or annual services. All subcontractors will be Gas Safe registered and vetted by us for suitability.

## **13. Period, Renewal and Payment Contract.**

13.1 This contract is valid for a period of 1 year (12 months) from the date the first direct debit is collected.

13.2 The contract will be automatically renewed into a monthly rolling contract unless instructed by the customer to cancel. The customer must give notice no later than 14 days before the renewal date.

13.3 We reserve the right to cancel the renewal of any contract without giving a reason.

13.4 In the event of non-payment of the Direct Debit cover will be suspended until the account is brought up to date and no works will be carried out.

13.5 The contract is cancelled if the customer misses 3 consecutive payments without contact after the initial 12 months period. Failure to make payments within the initial 12 month period will result in payment to get the account balance up to date.

13.6 We reserve the right to cancel any policy at any time if a customer is found to have broken any terms in these conditions.

13.7 If the customer cancels their plan before 12 months, they will be liable to pay the remainder of the 12 months.

#### **14. Certificates**

14.1 All certificates will be held electronically by Bucks Boilers Ltd.

14.2 Customers can request copies of any certificate at any time via email without charge.

14.3 Customers can request a hard copy of any certificate subject to a printing and postage charge of £5.

#### **15. Cooling Off Period**

15.1. Customers are entitled to a full refund within 14 days of signing the contract. Any breakdowns within this cooling-off period will be charged at the full amount in the event of cancellation.

#### **16. Limitations**

16.1 In the case of a Plan including boiler or system care, when we carry out your first boiler service and inspection of your boiler and system, if it transpires that your boiler and/or system were not safe and in good working order at the time of your application then we will give you a quote for the additional work required to bring your boiler and/or system up to the required standard. You are under no obligation to have the work undertaken, but if you decide not to go ahead with the work we will cancel your Plan and you will be invoiced for the cost of our visit and for any work carried out (less any payments received in respect of the Plan).