

## Terms and Conditions

### **1. These terms**

1.1 These are the terms and conditions on which we supply products/services to you.

### **2. Information about us and how to contact us**

2.1 We are Durham Gas Services LTD a company registered in England and Wales. Our company registration number is 07577118 and our registered office is at Unit 1a Stirling Road, West Carr Road Industrial Estate, Retford, Notts. DN22 7SN. Our registered VAT number is 941670422.

2.2 You can contact us by telephoning on 01777 702684 or by writing to us at enquiries@durhamsheating.co.uk.

If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided us with.

2.3 When we use the words "writing" or "written" in these terms, this includes email.

### **3. Our contract with you**

3.1 Quotations provided are valid for 30 days from the date of issue. It is based on information provided by you and details of goods and services we propose to supply, at your request.

3.2 Please read the Quotation carefully. If the goods and services described do not accurately detail the work you requested, please inform us immediately so we can amend the Quotation. Any goods or services not described in the Quotation will not be included.

3.3 Any approvals or permissions required prior to carrying out the work described are the responsibility of yourself. All work we carry out will conform to current regulations and standards.

### **4. Your rights to make changes**

4.1 If you decide to make changes to the planned work, or request additional work be completed, after the contract has been signed, you must inform us as soon as possible. Where possible we will attempt to incorporate the changes.

4.2 Where these changes affect the costs stated in the Quotation, we will inform you as soon as we can. Any extra costs will be charged to you as "Extras" to the original Quotation.

4.3 There are occasions where we may come across unexpected additional work. Should this arise, we will inform you as soon as possible. If this additional work is within our area of competence to complete, we will discuss this with you and at your request, carry this work out at extra cost. If the work required is outside our area of competence, we will assist you in finding a competent person or, with your consent, may provide a suitable subcontractor at extra cost. The costs will be discussed with you prior to the commencement of work. No additional work will be carried out without your permission.

### **5. Work begun prior to the expiry of the cancellation period**

5.1 If you have requested or agreed that installation work will commence before the fourteen (14) day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment will be due for any work carried out prior to you cancelling the contract. This may include any equipment that has been ordered for you and cannot be returned.

### **6. Our rights to make changes**

6.1 We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 In addition, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

### **7. Providing the products**

7.1 During the order process we will let you know when we will provide the products to you and install them.

7.2 We are not responsible for delays outside our control. If our installation of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

7.3 If you have asked us to install the products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional

costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

7.4 You own the products once we have received payment in full.

### **8. Your rights to end the contract**

8.1 You have the right to cancel this contract within fourteen (14) days of signing, without giving any reason. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

8.2 If you are ending the contract for a reason set out below the contract will end immediately and we will refund you in full for any products which have not been provided (unless special order) or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;
- there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- you have a legal right to end the contract because of something we have done wrong.

8.3 If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately, and we will refund any sums paid by you for products not provided (unless special order).

### **9. Our rights to end the contract**

9.1 We may end the contract for a product at any time by writing to you if:

- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- you do not, within a reasonable time, allow us to deliver the products to you and install them.

9.2 If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided (unless special order) but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

### **10. Price and payment**

10.1 The price of the product (which includes VAT) will be the price set out in our written quotation at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. Prices are fixed and non-negotiable.

10.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If the products correct price at your order date is higher than the price stated [as per quotation], we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

10.3 If the work described in the Quotation cannot be carried out continuously or if completion of the work is delayed for reasons outside our control, we may issue intermediate invoices for work completed.

10.4 We accept payment with credit/debit card and BACS transfer. You must pay for the products within 14 days after invoice for works.

10.5 If you think an invoice is wrong please contact us promptly to let us know.

### **11. Deposits for works**

11.1 We reserve the right to request deposits for quoted works to cover material costs. A 20-50% deposit may be required. You will be advised of this at point of quotation.

### **12. Our responsibility for loss or damage suffered by you**

12.1 We will endeavour to protect your property, but any goods that are sensitive to dust/water should be removed from the work area. The company will not be liable for any damage arising from work related damage to susceptible belongings.

12.2 We will not be liable for replacement of carpets, other floor coverings, plastering/decorating etc where access is required to route/repair pipework or following removal of obsolete parts of your plumbing system (including any cleaning needed).

12.3 Remedial work following the provision of services will be specified within each written quotation. We are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.4 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

12.5 We hold no liability for existing parts of your plumbing and(or) heating system such as, but not limited to, existing radiator(s), valves, pipework, fittings, tanks, boilers, cylinders etc that may become faulty following associated works (such as pressurising or heating system or water pipes, power flushing etc).

### **13. Review bodies**

Durham Gas Services LTD are registered with Checkatrade review body. We welcome your feedback and our engineers will be leaving feedback forms following completed works.

### **14. Extended Worcester Bosch Guarantee**

Where extended guarantee has been offered, guarantee is subject to the manufacturer's terms and conditions and an annual boiler service being undertaken by Durham's Heating Services. Extra guarantee in these terms is subject to subscribing to a direct debit payment for your annual service or service contract with Durham's heating. After the manufacturers guarantee has expired (10 years for gas/ 7 years for Oil) Durham's Heating Services will honour the remaining term of the offered guarantee. Every effort will be made by Durham's Heating to aid this process however the responsibility for booking an annual service will remain the customers. Failure to make payments or contact the company to book in for your annual service will result in the Guarantee being null and void. Repairs during this time will be limited to £500 per repair up to a maximum of £1000 per/year. Repair value non-transferable and has no monetary value. Durham's Heating Services has the right to withdraw Extended Guarantee offer at any time. Active extended guarantees will be honoured as per terms and conditions.

### **15. Promotional Offers**

Any promotion run by Durham's Heating Services is redeemable against labour/services only. Durham's Heating services has the right to withdraw promotions at any time. Discounts not valid against service contracts. May not be used in conjunction with any other offer. Discount codes valid for one use only.

### **16. Free Tile Offer (01.06.19-31.08.19)**

Free tile offer is valid for 'Nest' Tile in White, Beige or Grey. Supplied by AMCO of Retford only. Can be redeemed against wall and(or) floor tiles. Tiles to be supplied free of charge will be based on a total bathroom spend, based as follow;

- £2808 - £3119 = 15m<sup>2</sup>
- £3120 - £3899 = 20m<sup>2</sup>
- £3900 - £4679 = 25m<sup>2</sup>
- £4680 - £5459 = 30m<sup>2</sup> (All prices inclusive of VAT).

Tile offer valid for 3 Months. Offer can be withdrawn at any time. Not available in conjunction with any other offer. Cannot be exchanged for any other service and has no monetary value.

### **17. Finance**

Durham's Heating Services act as a credit broker, not the lender and offer products from Hitachi Finance (10973238). Durham's Heating Services is a trading name of Durham Gas Services LTD (No 07577118) which is authorised and regulated by the Finance Conduct Authority FRN: 743755). Registered office: Unit 1a Stirling Road, West Carr Industrial Estate, Retford, Notts. DN22 7SN.

### **18. Service Contracts**

Durham Gas Services Ltd will provide the services and benefits described in this cover:

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

We will provide the 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') and a cover schedule. The terms and conditions for this cover are written in English and all correspondence entered into shall be in English.

**The aims of this cover:** This cover is a product which meets the demands and needs of house holders 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 benefit 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 01777 702684\*.

**Meaning of words:** This part of the cover wording 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 cover (details within these terms and conditions) can be made by you, by telephone or by the completion of an application form.

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

**Geographical Limits:** Within a 15 miles radius of our office address. Cover outside of this radius 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 your 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 home, the person duly authorised by you as the key holder responsible for the home.

**Our/us/we:** Durham Gas Services Ltd administer the cover and manage all claims.

**Period of Cover:** The period shown on the cover schedule which shall commence at least 30 days following the date you first applied, and the application was accepted for cover, or after a Safety & Energy/Efficiency check 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.

#### **WHAT IS COVERED:**

- Parts and labour for repairs subject to terms of your cover.
- Up to 5 call-outs per annum to carry out work on parts of your system covered - see your Cover Schedule.
- Priority service. You will be prioritised over persons who do not have any contract with Durham Gas Services Ltd.
- Getting to your system (see the 'Getting to your system' section under 'About your cover').
- Advice about your system from our Gas Safe / OFTEC Registered engineers during any necessary repair visit.

#### **1. GOLD WARM CARE COVER (up to and including 30.06.19)**

**Boiler, Central Heating and Internal Plumbing, excluding Drainage:** This service is for repairing a single boiler and wet system (using water) in your home and includes the following:

- Parts and labour if your gas/oil central heating system needs a repair.
- Parts and labour if your internal plumbing needs a repair.
- Any one-off repair up to a maximum of £500 and not exceeding £1000 in a 12 Month period.
- Hot water vented and unvented cylinders and Immersion heater working parts.
- Heating Controls (NOT Including Internet smart controls).

- Standard type radiators and Thermostatic radiator valves.

There is no age limit on your boiler, and it does not matter who installed it, so long as all the essential working parts are available.

**Internal Plumbing Cover:** Products designed to meet the demands and needs of householders who want protection in place, in the event of problems arising with their internal plumbing.

**Plumbing Cover:** Repairs or replacement inside your Home in the event of leaks or mechanical failure of:

- Hot and cold-water pipes from the mains stopcock inside your home leading to your taps (but not including the mains stopcock and taps themselves).
- Leaking overflow pipes.
- Standard ball valves and toilet siphon.
- Parts and labour – so long as all the essential working parts are available.
- Any required replacements parts are sourced from our network of national suppliers. These may differ from the original, for example, using a standard flush handle to replace a gold-plated flush handle, unless an alternative is provided by you.
- The exclusions below and the general conditions and exclusions.

## **2.SILVER WARM CARE COVER** *(up to and including 30.06.19)*

**Boiler and Central Heating:** This is the same as Gold Warm Care cover, except that the internal plumbing is not covered. See your cover schedule for your level of cover.

## **3.BRONZE WARM CARE COVER** *(up to and including 30.06.19)*

**Boiler and Internal Controls:** This is the same as Silver Warm Care cover, except the parts and labour are for the boiler and Internal controls only. See your cover schedule for details of your level of cover.

All service plans include a safety inspection of your boiler. Any additional appliances you require servicing can be undertaken on the same visit but will be charged at our standard rate less 20%.

## **HEAT CARE COVER** *(from 01.07.19)*

**Boiler and Central Heating:** This service is for repairing a single boiler and wet system (using water) in your home and includes the following:

- Parts and labour if your gas/oil central heating system needs a repair.
- Any one-off repair up to a maximum of £500 and not exceeding £1000 in a 12 Month period.
- Hot water vented and unvented cylinders and Immersion heater working parts.
- Heating Controls (NOT Including Internet smart controls).
- Standard type radiators and Thermostatic radiator valves.

There is no age limit on your boiler, and it does not matter who installed it, so long as all the essential working parts are available.

### **What is not covered on your heating system:**

- Replacing parts of your boiler if our Engineer deems it beyond economical repair.
- Removing sludge or hard water scale from the boiler or system (see the Power Flushing section under 'About your cover').
- Replacing your boiler, unless it is uneconomical to do so, or parts are no longer available, in which case we would quote for a new appliance and give a £500 discount towards the cost.
- Repairing or replacing appliance flues that aren't part of your boiler.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric under floor heating.
- Replacing Internet smart controls, RF programmers/RF room thermostats.
- Replacing designer/towel or non-standard radiators, however, we will replace standard radiators and radiator valves.
- Boiler Mate or similar Internal products.
- Unvented cylinders over 10 years old.

**All Plumbing exclusions:** The following are not included in your cover:

- Repairing or replacing taps.

- Repairing or replacing non-standard washers or inserts/cartridge's in taps.
- Repairing or replacing the mains colds water stopcocks, water softeners, shower pumps and mixer valves, electric showers, combined overflow and pop up waste mechanism, mechanical pumps, water filters, swimming pools, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.
- Any cost over £500 (Inc. VAT) we would incur to get your system/appliance in order to make a repair, for example, pipes buried in walls or built in appliances. We do not include the cost of getting to your appliance where your system is inaccessible due to a design fault.
- Items in the general exclusions.
- Restoring flow by getting to and unblocking or repairing drainage pipes and waste pipes (for example, unblocking sinks, waste drains). This applies to pipes within your property but only where you have sole responsibility for the pipes.
- Wet or electric underfloor heating manifolds, pipe, cable or electronic components.
- Oil storage tanks (either repair or replacement), including level gauges, filters, lift pumps, de-aeration devices or fire valves.

**All General exclusions:** Your cover does not include the following:

- Claims outside the period of cover (The period of cover is shown on the cover schedule and does not commence until 30 days following the date of application of cover and after a safety & energy efficiency check has been completed).
- Design or existing faults - we will not include the cost of repairs needed because of design faults (unless Durham Gas Services Ltd are responsible), or faults which existed before you entered into cover.
- Third-party or accidental damage - we will not include the cost of repairs relating to damage caused by you or someone else.
- Indirect losses caused by the breakdown - we will not include loss or damage to property (including any cleaning needed) or any other type of loss caused by the appliance, boiler or system to which this policy relates breaking down or leaking (for example, damage to furniture caused by water leaks). If access has to be made to your appliance boiler or system, we will not repair or replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility unless we have been negligent.
- Normal insured risks – we will not include the cost of repairing faults, or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood, earthquake or storm. You should check your household insurance to make sure your home has enough cover for these risks.
- Replacing appliance, bathroom features, showers and sanitary ware (apart from boilers as described earlier).
- Improvements, including work that is needed to bring your system up to current standards. Examples of improvements include system upgrades, such as adding thermostatic radiator valves, replacing parts such as flues or vents which do not meet current standards, and replacing working radiators and improved models (these are examples only, not complete list). You may need to have improvements carried out before we are able to complete other repairs to your system.
- Replacing or repairing parts which do not affect how the system or appliance works or decorative or specialist parts.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
- Repairing faults or cleaning physical blockages (blockages such as rubble, sludge and scale, but not air locks), if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only inform you of this if in our opinion, it is necessary.
- Removing asbestos associated with repairing the appliance or 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 clean-air certificate.
- Cash alternatives for repaired.
- Repairing any damage caused by our work or redecorating, unless we have been negligent.
- Repairing or replacing any lead, steel or central heating iron pipes.

- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- 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. We will not recommence work until Health and Safety risk has been rectified to our satisfaction.
- Repairs (such as to your heat exchanger) that are required due to the build-up of sludge or other debris.
- A claim which occurs during the period of cover where the home is left unoccupied for more than 30 days.

### **Service Payment Plan**

Durham's Heating will undertake your annual boiler service as part of your Service Payment Plan. Additional appliances can be serviced at a discounted rate at this time or can be included in your payment plan. This will be discussed at point of acceptance. No parts/repair works will be included. Plan valid for appliance service only.

**Requesting assistance:** (How to claim) First check the circumstances are covered. Having done this telephone Durham Gas Services Ltd; stating your cover number on 01777 702684\*. If you require a Security Password or have any special needs, please notify the Helpline at the time you call. Our engineers will only attend where an adult of 18 years of age or over is present.

**\*\*MAJOR EMERGENCIES WHICH MAY RESULT IN SEVERE 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.**

**About Your Cover:** This cover only covers appliances used inside your home for domestic purposes. Your home is the address notified to us when you applied for cover and that appears on your schedule. Cover does not transfer when you move address. Information to be provided - You must provide us with the full boiler Make and Model and confirm that your boiler and central heating system (where appropriate) is in good working order with no water leaks before we accept your boiler and central heating system onto cover. We will confirm these items to you.

**Governing Law:** Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or; if you live in Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

**Payments:** Following your first payment, (usually by direct debit) payments for your cover will fall monthly. All our charges are inclusive of relevant taxes at prevailing rate. We will charge you £10 for any failed Direct Debit payments and take a double payment on the next collection date. Annual Service – Durham Gas Services Ltd endorses the Health and Safety Executive's recommendation that heating appliances are maintained regularly and serviced annually. This is included within the cost of your cover.

**Safety Advice:** We may advise that permanent repairs or improvements are required to ensure your appliance or system works safely; for example, to comply with gas safe regulations. If you do not follow our advice, it may result in us being unable to fulfil our obligations of your proposed cover. In this case, your cover will continue to run unless you tell us you would like to cancel or if we cancel (see 'Cancellations Provisions').

**Spare Parts:** We endeavour to attend to and repair your boiler/heating faults as efficiently as possible. In some circumstances however, spare parts may need to be sourced from our suppliers to enable a full repair of your system. This may result in a short delay in rectifying the fault and may require a return visit. This will not be classed as a separate visit but will be included in the same callout.

**Labour:** A Durham Gas Services Ltd engineer will usually carry out the work. In some cases, we may authorise a suitable, qualified contractor to carry out the work. Full disclosure will be provided in these circumstances.

**Approved equipment:** We only undertake work on appliances, energy-management systems and plastic pipes which are on our approved list.

**Third-party rights:** No one other than you will be able to benefit from this cover. Cover cannot be passed to someone else without our agreement.

**Getting to your system:** We include the cost of getting to your system (parts and labour) up to £500 (including VAT) for each job, for example, pipes under floor boards. We do not include the cost of getting to your system (Parts and labour) where your system is inaccessible due to design or fault; or pipes buried in concrete floors, in walls or built in appliances.

**Our responsibilities:** We will meet our responsibilities under this cover within as reasonable time, unless it is impossible because of circumstances outside our control. We do not operate a service out of normal working hours, on weekends or on Bank Holidays.

**Guarantees:** Any guarantees do not affect your legal rights under Sales of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a Citizens Advice Bureau or trading Standards Department.

**Appointment Times:** Durham Gas Services Ltd lets you choose the time that suits you from AM (8am-2pm) or PM (12 noon-5pm) Monday to Friday.

**Boiler Annual Servicing:** We reserve the right to service the boiler earlier than its anniversary with services typically being undertaken May-September. A service reminder will be sent out to you via your chosen method of communication. This will not affect your boiler guarantee.

**Power Flushing:** We use Power flushing equipment and filters to clean heating systems to remove sludge and other waste from central heating systems. If we recommend that your system requires cleaning with Power Flushing, this shall be undertaken with your agreement, but would incur an additional cost (Quotation provided prior to works). Our engineer's will also advise you if other works are required to be eligible for cover and avoid future problems. We may suggest you correct any design faults that might cause problems prior to beginning the plan. This work can increase the life of your system and improve efficiency. When a repair is needed due to sludge, for example; damage to pump, valves or radiators, we will attempt to carry out the repair excluding the use of Power Flushing. This again would result in an additional fee being charged if accepted.

**Complaints Procedure:** We aim to provide a first-class service at all times. However, if you have a complaint regarding the standard of service you have received under your cover, the following procedure is available: In the first instance, please write to Durham Gas Services Ltd (our address will be on your cover schedule. Alternatively telephone us on 01777 702684 \* or you can email us at; [enquiries@durhamsheating.co.uk](mailto:enquiries@durhamsheating.co.uk). We aim to respond to your complaint within 24 hours and to have resolved the issue by four weeks from the day we receive your complaint. If we cannot give you a final decision within four weeks, we will explain why and inform you when we hope to reach a decision.

**Cancellation Provisions:** Cancellation by the Covered Person – You have the right to cancel any cover either in writing or telephoning us within 14 days of the receipt of these terms and conditions. If you cancel during this period, we will refund to you any premium you have paid. If you subsequently give notice in writing or by telephone to cancel this cover other than at the renewal date, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the latter. Unless you have made a claim in the current cover year, we will give you a refund based on how long is left of any 12-month advance or Direct Debit payments. Where you have made a claim, we may charge an amount to cover the cost of the services provided up to the amount of £200.00.

**Cancellation by us:** We may give you 14 days' notice of cancellation of this cover by letter to you at your last known address in the following circumstances:

- If you have given false information.
- If you do not make the agreed payments.
- If we have advised you that permanent repairs or improvements are needed to make sure your appliance or system work properly, and you do not follow our advice within reasonable period. This advice may be including replacing your boiler or system.
- If your appliance or system is not on our approved list or we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the cover to continue.
- If we 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.

Premium position upon cancellation by us: If premium has been paid for any period beyond the date of cancellation of this cover, the relevant pro-rata portion of this premium will be refunded to you or your estate. Where we have cancelled your cover as your appliance or system is not on our approved list or where we are not reasonably able to find parts to keep your system or appliance working safely, we will refund any premium paid during the current period of cover.

Effective time of cancellation: This policy shall cease at 00:01 hours Greenwich Mean Time on the day stipulated in any notice of cancellation sent by us or the day following the last day of the period cover for which the premium has been paid; whichever is earlier.

**Using personal information:** We or our agents may use information about to:

- Identify you and when you contact us so that we know exactly who we are speaking to;
- Offer you accounts, services and products from time to time (we may do this using an automatic scoring system, which also uses information about you from other agencies including credit reference agencies);
- Contact you about improving the way we run, any accounts, services and products we have provided before now or may provide in the future (we may also contact you by email or text message if you have given us these contact details);
- Create statistics, test computer systems, analyse customer information and create marketing opportunities;
- Help to prevent and detect fraud or loss;
- Contact you in any way (including by post, email, phone, text, or multimedia message, or visiting you) about products and services we offer.
- To provide services you have asked for;
- As part of selling one or more of our businesses; (we reserve the right to transfer your policy at any point to another business or provider)
- To help to prevent and detect debt, fraud, or loss (for example, by giving this information to a credit reference agency). If you do not pay your debt, we may transfer your debt to another organisation and give them details about you and your debt;
- If we have been asked (for example by Ofgem or a lawyer) to provide information or regulatory purposes;
- As part of current or future legal action;
- We may also use your information to help train staff. We may also monitor and record any communications we have with you (including phone conversations and emails) to make sure that we are providing a good service and to make sure we are meeting our legal regulatory duties.