

TERMS & CONDITIONS

BOILER SERVICE & SUPPORT PLAN

OUR SERVICE AND SUPPORT PLANS

It is important for your benefit and protection that you read these terms and conditions. These and your certificate and any changes we notify you about (at renewal do. We intend to rely on the terms and conditions set out in this document.

This Service agreement will not be in force unless you have paid all amounts due under the Service agreement (this may be payment in advance or a direct debit facility).

DEFINITIONS

Central Heating – the heat and hot water system on your property – including your expansion tank, radiators, bypass and radiator valves, system filters, warm-air vents, cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them.

Contribution - Means the first amount of each claim, payable by you to the helpline before the approved engineer will attend. This payment will be taken before assistance is provided. Payment can be made by way of credit or debit card. (It is important you check your service agreement carefully to determine whether a mandatory contribution is applicable).

Property – The private home, garage, and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) within the property boundary shown on your certificate. If the property on the certificate is a flat the communal or service duct areas are excluded. The extent of your property will be that which is wholly within your control, and you are wholly responsible for.

Service Agreement - this contract of services. Product(s): what is protected by this plan as shown on your certificate,

Sludge – the natural build-up of deposits in your boiler, including any filters, or central heating system as it corrodes over time.

We/us/our - Service Box Group Limited, trading as Service Box the provider of the plan.

You/your - the person named on the certificate.

Your certificate - the personalised section of your plan documentation sent to you once you have taken out a plan or at renewal.

OUR PLANS

Our plans are not an insurance product they are a discretionary protection plan and operate on a wholly discretionary basis. This means that Service Box will exercise its discretion, acting reasonably, when it comes to any claim for repairs and/or services. In exercising our discretion, we take pride in treating our customers reasonably and fairly. Discretionary protection plans can offer more flexibility in terms and conditions and how claims for repairs and/or services are dealt with. Decisions can be made quickly and also in-house, often resulting in a better service with faster turnaround times. That means that if we approve a claim for repairs and/or services, we can have things working again as soon as possible, minimising any inconvenience to you and your household.

PRICE & MONTHLY PAYMENTS

The annual price you pay for the plan is set out above (annual price). The amount you pay each month is paid by Direct Debit (monthly payments). All prices include the relevant taxes at the current rate.

If we are unable to collect a payment from your bank, we may attempt to request payment again unless you advise us otherwise.

If you do not pay for your plan on time, it will be suspended from the payment due date. Any requests for repairs past this date will not be considered for approval unless payment is received. We may also use a debt collection agency to recover any amount owing to us and may recover the costs of doing so from you.

We offer a one-off annual service and two types of discretionary plan as stated below:

- Boiler & Controls (including Annual Boiler Service)
- Central Heating, Boiler & Controls (including Annual Boiler Service)

Please refer to your plan certificate that outlines what protection you have purchased.

CONTRIBUTION

The service agreement may come with a contribution of up to £95. Please Refer to your 'Plan certificate' which will outline the contribution to be paid in the event of a claim.

Contribution means that when you call out an Engineer to complete works and those works are approved by us, there is a charge of the amount outlined on your 'Plan Certificate.' The fee is payable up front, at the time you book an Engineer. If an engineer needs to visit your property more than once in the course of completing the repair e.g., if they have to order parts and return to fit the parts, you will not be charged the contribution again. There is NO contribution charged for a Boiler service, only for repairs.

LIMITS OF THE SERVICE AGREEMENT

The service agreement provides unlimited repairs with a maximum claim limit of £1,500 over the duration of the service agreement. For the avoidance of doubt a service agreement is for 12 months duration.

NON-CANCELLATION FEE

Please inform us 24 hours in advance if you need to cancel an appointment. If our engineer attends for a booked appointment and you are not available, we can - at our discretion – charge you a non-cancellation fee of £60.

CONTRACT TERM

Your contract term is 12 months and starts on the start date set out above (start date) and continues until it is terminated in accordance with this agreement.

During the first 30 days, you are not able to call out an engineer for a repair, you will only be able to use telephone support.

CANCELLATION

There is a 14-day cooling off period during which time you can cancel and will receive a full refund. The only exception being if you have already booked a service in which case, we will cancel your plan but will charge you £119 for the cost of the service.

After the 14 days the contract will run for the full year. Your contract end date will be the anniversary of your cover start date. Annual renewal will happen automatically to ensure continuation of the protection. Should you not wish to renew this plan for the following year, we accept cancellation requests at any time, either in writing or by phone.

We may end your agreement at any time if:

- You give us false or incorrect information.
- You fail to pay for your plan.
- You use threatening or abusive behaviour or language
- Your system is deemed by us to be unsuitable for our support plans.

In the event that your system is found to be unsuitable for our support plans, we will refund the monthly payments already made.

RENEWALS

We aim to send you a renewal notice 28 days before the end of your fixed price term showing the annual price, you will pay to continue. We'll keep renewing your agreement automatically unless you contact us and ask us to cancel.

YOUR RESPONSIBILITIES

It is your responsibility to keep us informed of any changes to your contact details including telephone number, address, or email. If you change the boiler, and/or central heating system that's protected by us, you need to tell us the make and model of the new one, so we can check we can cover it. If we can't protect your new boiler and/or central heating system that's protected by us we may need to cancel or amend your product.

IMPORTANT CONDITIONS AND YOUR OBLIGATIONS

- This agreement provides you with, telephone support and access to our network of approved engineers for repairs which are approved by us. It is not a contract of insurance nor regulated by the Financial Conduct Authority.
- Any benefit under this service agreement related to the occurrence of an uncertain event will be provided at our absolute discretion, acting reasonably.
- We will use your personal data in accordance with our privacy policy which you can find at <https://www.service-box.co.uk/privacy-policy>.
- We will carry out our obligations under this agreement within a reasonable time unless we cannot do so due to

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circumstances which are beyond our reasonable control. Any repair times are given as an estimate, are subject to the availability of parts and personnel, and time is not of the essence. We shall not be held responsible for any delays in sourcing parts or materials from third-party suppliers or manufacturers.

- You must have the appropriate authority to make decisions about the treatment of your Boiler and Central Heating system.
- Repair work is guaranteed for 90 days from the date of repair completion. Therefore, if the same fault and same part continue to cause issues within 90 days, you will not pay the contribution fee when booking the engineer to return.
- We may at any time transfer any or all our rights or responsibilities under this agreement to any other organisation. We will tell you as soon as we reasonably can if we do so. We may also subcontract anything we have agreed to do under this agreement. None of this affects your rights. The rights provided to you under this service agreement cannot be transferred to anyone else.
- We may make changes to these terms and conditions. If we make changes which are not in your favour, we will tell you about them. If you do not accept the changes, you may end this agreement without any cancellation fees.
- You must provide us with any information that we request when you apply for the plan. All information you give must not be false, exaggerated, or misleading.
- The rights provided to you under this service agreement cannot be transferred by you to anyone else.
- To improve the quality of the service some calls to the helpline may be recorded for training and monitoring purposes.
- Please ensure that our approved engineer/plumber can easily access the property and any item that requires repair and/or boiler service. Our approved engineer/plumber will be unable to affect any repair and/or boiler service if they are unable to access any item or the repair represents a health and safety hazard.
- If you do not own the property where the item is located, you must obtain the property owner's permission before you

arrange any repair. We do not accept any responsibility for damages or losses you sustain if you have not sought and obtained permission from the property owner.

- Please provide us with as much information as possible about the repair required. This may include, but is not limited to, the manufacturer of the faulty item, the faults recognised (including any visual displays), the length of time the problem has been apparent, and if any other repairs have been attempted. To minimise the cost and time length of your repair you should create as much access as possible.
- You must not act in a fraudulent manner. If you, or anyone acting for you, makes a claim under the Service agreement knowing the claim to be false, exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false and submits a document in support of a claim knowing the document to be forged or false in any respect, then the Service Providers: a. Will decline the claim. b. Will be entitled to recover any amounts paid from the inception of the Service agreement.
- We reserve the right to refuse service or impose additional charges if we determine that the customer is making excessive, unnecessary or inappropriate use of the call-out service.
- In the event of a breach by you of any of these conditions or obligations, we will have the right to void this protection plan and will be under no liability to make any payment of any kind.
- If you have several different policies, some elements of your cover may overlap. In the instances of overlapping cover, we will not issue a refund.

POLICY COVER – BOILER

WHAT IS COVERED?

The service can be booked as a standalone product but if you have a protection plan with us, we will provide a service annually as part of the ongoing maintenance and best practice to keep your system in the best working order. The winter months are a busy time for our engineers, and it helps us to prioritise faster repairs for you by stipulating that you take your annual service anytime during the period from May to September. To book a service please call: 0800 802 1892.

The first annual service can only be booked after the plan has been running for 90 days and payments on the plan are up to date, except in instances where it will be longer than 12 months since the last annual service completed on the boiler.

It is up to you to arrange your annual service, and you will not be refunded the cost if you miss the annual service.

WHAT IS INCLUDED IN THE ANNUAL SERVICE?

- Inspection of your boiler & controls to ensure it is working properly
- Check for corrosion & leaks
- Check gas pressure is correct
- Test the flue to make sure its not emitting any unsafe fumes

WHAT'S NOT INCLUDED

- Any repairs or replacement

BOILER PROTECTION PLAN

WHAT IS INCLUDED?

- Once a year we will provide an Annual Service
- Unlimited telephone technical support
- Unlimited callouts to breakdowns to standard parts of a domestic natural gas boiler, standard associated thermostats, frost stats, clocks, timers & programmers (subject to the plan contribution being paid per call-out) on any breakdown/fault that is not covered as part of the manufacturer warranty.
- Damage caused by accident.

WHAT'S NOT INCLUDED?

- LPG Gas/Oil systems, Solid fuel systems, Electrical systems
- The following boiler models are excluded: Brittany, Chaffoteaux, Simi, Servowarm & Elm Le Blanc
- Resetting/reprogramming your controls or replacing batteries; the boiler flue (namely, the pipe used to remove waste gases produced by the boiler) & flue terminal.
- In the event that an engineer has previously identified that work will be required to prevent a future issue, and this work has not been carried out, we will not cover the resulting breakdown.

BOILER & CENTRAL HEATING

WHAT'S INCLUDED

This plan offers the same complete service as the Boiler only Protection Plan and in addition we provide:

- Breakdown of standard parts of the associated heating and hot water system including hot water cylinder, pumps, motorised valves, standard radiators, radiator valves, pipework & parts & fittings associated with the hot water feed & expansion tank.

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WHAT'S NOT INCLUDED?

Unless they are listed under the 'What is Included' section, the following are excluded from the service agreement:

- Any breakdown/faults that have arisen and are covered within the manufacturer warranty period.
- Replacement of heat exchangers or repairing faults caused by limescale, sludge or other debris.
- De-scaling and any work arising from hard water scale deposits or from damage caused by aggressive water, scale or sludge resulting from corrosion.
- Any contribution to the cost of repair or replacement beyond the repair limit.
- Repairing or replacing your central heating system.
- Repair or replacing other heating systems installed in the property.
- Clearing, replacing, or repairing magnetic filtration devices
- User tasks which are detailed in your user guide, repressurising your system and/or bleeding your radiators
- Non-standard parts or systems including towel rails, towel rail valves, customised (including curved radiators), cast iron or decorative radiators; airlocks or the balancing and venting of radiators
- Replacing radiators, water tanks or cylinders that cannot be repaired.
- Thermal storage units (and their controls) are not eligible for cover e.g. Elson tanks, Potterton Powermax and Gledhill Boilermate.
- Electric immersion heaters and condensate pumps.
- Unvented hot water thermal storage, warm air or systems that require specialist work or qualifications
- Non-standard systems or parts.
- Problems relating to steel, lead, or iron pipes
- Systems that have pipework 35mm or more in diameter, a commercial gas meter or any other work that our engineer advises commercial gas qualifications to complete a repair.
- Seals of grouting, which generally fill gaps between tiles and sanitary ware.
- Upgrades or improvements to your system.
- Trace & Access (work required to locate the fault)
- Frozen pipes or any faults caused by freezing
- Maintenance work required to keep your systems in good working order.
- Replacement of consumables (such as external fuses, batteries)
- Intermittent faults which cannot be identified at the time of the approved Engineer's attendance.
- If the Boiler, central heating system or associated equipment have been flooded or submerged in water.

IMPORTANT NOTE: A common issue is the requirement to flush a central heating system to prevent the buildup of sludge and other matter that can cause blockages and future damage. Where our engineers recommend this measure and the work is not completed, we will not be able to cover any issues that result from this cause. Where such a recommendation is made, we will write to you to confirm.

BOILER IS BEYOND ECONOMICAL REPAIR (BER)

We may deem your Boiler BER if.

- The manufacturer of your brand of boiler advises us in writing that your boiler is BER.
- The parts for your boiler, are no longer stocked by the manufacturer of your boiler.
- One of our independent registered engineers advises that the boiler is BER due to damage that has been caused by another fault.
- Your boiler needs to be removed from the wall in order to complete a repair or.
- Your boiler is over 7 years old and multiple parts are required to correct the current fault.

BOILER REPLACEMENT OR CONTRIBUTION TOWARDS A NEW BOILER

If your boiler is under 7 years old and is deemed BER (beyond economical repair), we may at our discretion approve a replacement of your boiler. In such cases, we will provide a new boiler up to a maximum value of £750. Should you prefer a more expensive model, we can source this for you and will charge the difference between £750 and the price of the upgraded item subject to payment up front before purchase.

If your boiler is 7 years old or more and we deem it BER, we may at our discretion pay a contribution towards a new boiler. The contribution will be a refund of any monthly payments (excluding any call out contribution fees) you have made to us during the current term of your agreement.

We will only consider a contribution towards a new boiler pump if:

- You can supply the service history to show that your boiler has been maintained in accordance with the manufacturer's instructions
- None of the faults were subject to our general exclusions or system specific faults which we advise we cannot help with; and
- You have been an active customer for at least 90 days and payments are fully up to date
- Any replacement will be suitable for your property, but we shall not be responsible for the cost of a 'like for like' replacement and
- We are not responsible for the cost of any upgrades required to meet current regulations
- If you're not eligible for a contribution towards a new boiler, you will be entitled to cancel this agreement without any termination fee.

GENERAL EXCLUSIONS OF THE PLAN

- a) Faults that existed before you entered into this agreement or within the first 30 days after entering into this agreement.
- b) Any item not part of the service agreement detailed in 'What is Covered' section
- c) Systems that are powered by anything other than natural gas.
- d) Pre-existing faults – The protection plan doesn't include cover for any faults or design faults that.
 - a. Were already there when your boiler was installed or were caused by anybody other than us when any changes or additions were made to your boiler.
 - b. We couldn't reasonably have been expected to know about before e.g. faulty pipes that didn't have the correct protection, which are buried under concrete floors.
 - c. We have told you about before and you haven't fixed it.
- e) Any Boiler that is more than 20 years old and not been serviced within the last 12 months (when protection is taken out by you/us) will be excluded from cover.
- f) Any individual claim where the cost is over £1,500. You are responsible for agreeing and payment of these costs directly with us.
- g) Any losses that arise due to delays in getting spare parts unless caused by our negligence or failure to conclude reasonable searches to procure those parts.
- h) Systems/Appliances/Equipment that has not been installed, serviced, or maintained regularly in accordance with British Standards and/or manufacturer's instructions.
- i) Instances where a repair/replacement is only necessary due to a change in legislation and/or health and safety guidelines.
- j) Any damage, defect or breakdown caused by malicious or wilful action including negligence, misuse, or third-party interference.
- k) From time to time, we may tell you that the boiler, or another component of your heating

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system needs permanent repairs or improvements that aren't covered by your agreement to keep working safely. If you don't follow this advice, it will affect your protection plan – but your agreement will keep running until you or we change or cancel it.

- l) No investigations or work will be undertaken within your home if we believe there to be a health and safety risk to our engineer. This includes any form of abuse, presence of hazardous chemicals, asbestos, dangerous pets, and pest infestations. You are responsible for making it safe which includes any cost for safe removal of chemicals or asbestos for which we may require evidence that this has done before we will proceed.
- m) Any parts not supplied and chosen by us. Our engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system. Normal day-to-day maintenance of the items covered by your service agreement at your property, for which you are responsible.
- n) Parts/equipment still under manufacturer's warranty.
- o) Any loss, damage or impairment to functionality caused by earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, frost, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards.
- p) Loss, damage, or indirect costs arising from disconnection from or interruption to the gas, electricity, or water mains services to the property
- q) 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.
- r) Any loss in the event of damage occurring where the property has remained unoccupied for 30 or more consecutive days.
- s) Repairs, maintenance work, or use of spare parts, where not approved by us.
- t) We're not responsible for any loss or damage to, or cleaning of property, furniture or fixtures or any other consequential loss as a result of your boiler breaking or failing unless we caused it.

We will only be liable to recompense you for damages caused by wilful negligence. By agreeing to a repair, you accept that some property damage may be an inevitable consequence.

- u) Any loss arising from subsidence, heave or landslip caused by either bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the rise of defective materials, river, or coastal erosion.
- v) Any investigative work, where the problem that caused you to claim has already been resolved.
- w) A claim where the root cause stems from a communal area that you do not have sole responsibility for.
- x) The following are not covered:
 - a. Parts of a system that are specifically designed for underfloor heating, swimming pools, gas powered hot tubs and renewable energy
 - b. Showers, including the shower unit, controls, pumps, valves, outlets, or shower head.
 - c. Saunas, steam rooms or hot tubs
- y) Boilers or systems that are not solely used for domestic purposes (not for any commercial purpose) and are situated completely within a domestic property.
- z) Faults that arise between tenancy if you are a landlord.

CONTACTING US

CONTACT DETAILS

Please write to us at:
Service Box Group Limited
First Floor - Suite 11 Sheridan House
112-116 Western Road, Hove, BN3 1DD

Please telephone us on 0800 802 1892

OPENING HOURS

For non-emergency assistance we are open 9:00am to 6:00pm, Monday to Friday (except public holidays).

If you think you have a gas leak, you should call the free National Gas Emergencies number immediately on 0800 111 999

The service agreement does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of your home.

REQUEST A REPAIR

Please call our support line on 0800 802 1892. Should any issues arise we are here to help; please call us on the number shown above.

Our support centre will take some details to understand the issue better. To get you up and running sooner, they will ask questions to identify if the fault can be fixed there and then with some on phone guidance. Where this isn't possible, they will collate the information that will help prepare an engineer, make the booking, and take payment for the call out contribution fee (when applicable).

It is not possible to make a claim during your exclusion period i.e., during the first 30 days since your start date). During this period, you can access our technicians through the telephone support line only.

MAKE A COMPLAINT

In order to make a complaint you can:

Call us on 0800 802 1892 Monday to Friday between 9:00am and 6:00pm.

Email us at: support@service-box.co.uk

Write to us at:

Customer Resolutions Manager
Service Box Group Limited
First Floor - Suite 11 Sheridan House
112-116 Western Road, Hove, BN3 1DD
One of our Customer Resolutions Team will endeavour to contact you usually within 48 working hours of receipt of your complaint

GOVERNING LAW AND STATUTORY RIGHTS

We will communicate with you in English and the law of England and Wales will apply unless the protected home is in Scotland, in which case the law of Scotland shall apply. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.