

# **Silver Home Safe Plan**

This plan provides cover in relation to emergencies and in relation to other domestic incidents – please see the ‘What is Covered?’ section(s) of these terms and conditions.

Please read this document carefully along with any enclosed documents so you can make sure you know what you are covered for under your plan. If you have any queries, please call Gastek Solutions Ltd on the customer services number, as shown on your plan schedule.

## **How do I make a claim?**

1. If an incident occurs at your property, which is covered by your plan, please call the claims number shown on your plan schedule and we will arrange for the incident to be dealt with in accordance with the terms and conditions of your plan
2. Claims must be made by you or a person calling on your behalf. **Please call us as soon as you are aware of the incident.**
3. The engineer may also ask to see your plan schedule when he/she arrives at your property. Please be aware that you cannot make a claim under your plan during any exclusion period. If applicable, the exclusion period(s) relevant to your plan are set out within your plan schedule.
4. **If an appointment has been made for repairs/servicing and no one is present at the property or our engineer cannot gain access you will be charged.**

## **How long is my plan for?**

Your plan will continue for the period specified on your plan schedule. You have certain rights to cancel your plan.

## **How can my plan be cancelled?**

Only the named plan holder or an authorised representative of the named plan holder should call or write to cancel. Please make sure you contact us to cancel your plan so that we do not attempt to collect any future payments. Your plan may be cancelled in the following circumstances:

1. **You may cancel this plan for any reason and at any time by writing to us at office address or contacting our office.**
2. Gastek Solutions Ltd may cancel this plan by giving you at least 7 days’ notice in writing to the last address provided to us if you are seriously in breach of the terms of your plan. Examples of a serious breach include: if you submit a fraudulent claim or if you use threatening or abusive behaviour towards our engineers or staff.

The cancellation period shown on your plan includes the statutory 28 day period which commences on the start date of your plan.

Depending on when you cancel and whether you have made a claim you may receive a refund as follows:

- a. If you cancel your plan within the cancellation period and you have not made a claim, you will receive a full refund of any premium paid.
- b. If you cancel your plan after the cancellation period and you have not made a claim, you will receive a refund of any premium already paid to us for the remaining period after your plan has ended (calculated daily). If you pay monthly your plan will be cancelled at the end of the monthly period you are in at the time you notify us of your wish to cancel. You will continue to benefit from cover until the date your plan is cancelled.
- c. If you cancel your plan and you have made a claim (including within the cancellation period) you will not receive a refund - we will retain all premium you have already paid to us.

## **What if I miss a payment?**

If you fail to make a payment of premium on the due date, your plan may be suspended and you will not be able to make a claim. Gastek Solutions Ltd will notify you in writing within 5 working days of the date on which a payment was due if you fail to make a payment. If you do not pay the requested amount within 30 days of the due date, your plan will be cancelled. You will remain liable for any due and outstanding premium for the period up to the date of cancellation. If you want to make a claim under your plan whilst your plan coverage is suspended, you will be required to pay any outstanding premiums before an engineer will be despatched to your property. When your plan is cancelled, the outstanding premium due to us will depend on how you selected to pay your premium for the plan. If you pay your premium monthly, the outstanding premium will be your monthly premium payments up to the date that the plan is cancelled. If you pay your premiums quarterly or annually, the outstanding premium will be all unpaid premium payments for the term of the plan.

## **What if I move home?**

You are responsible for informing Gastek Solutions Ltd of a change of your address so that cover can be transferred to your new property. We will also arrange for an engineer to inspect the boiler at your new property. Please phone us on the customer services number or write to Gastek Solutions Ltd at the office address, to advise us of your new address. We will check with you whether your cover is appropriate for your new property before it is transferred. If it is not appropriate you may cancel your plan.

## **How do I renew?**

If you pay via monthly Direct Debit there is no enforced end date. The agreed monthly amount will be taken unless you advise us otherwise. If you pay in one yearly payment Gastek Solutions Ltd will contact you in writing before your plan expires to arrange the renewal of your plan. At the same time we will review your premium and advise you of your renewal premium amount. Your claims history will be considered as part of the premium review. We reserve the right to adjust your premium to reflect any changes in the rate of tax applicable to it. Gastek Solutions Ltd reserves the right to refuse renewal of any individual plan and we will inform you before your plan expires if we choose to do so.

## **How can I complain?**

Only the named plan holder(s) or a representative authorised by the named plan holder should call or write to make a formal complaint. If you have a complaint, please phone or write to Gastek Solutions Ltd in the first instance using the customer services number or office address. Every effort will be made to resolve your complaint to your satisfaction.

## PLAN COVERAGE

### WATER SUPPLY PIPE

#### Cover Definitions

**Water supply pipe:** the freshwater pipe that connects your property to the mains water supply up to and including the property's internal stop tap. In England and Wales, this includes the pipe from the junction with the mains services. Therefore this can include any section of the pipe where it is on private land outside your property boundary up to the public highway, but only if you have a legal right of access to the pipe on such private land, and in relation to any section of pipe under the public highway only if you have this extra legal responsibility. In Scotland, your responsibility ends at your property boundary.

**Permanent reinstatement:** repairs required to re-instate (put right) the damage caused by any excavations necessary to access the water supply pipe. This includes the reinstatement of tarmac, concrete, block paving and lawns.

#### What is covered?

You are covered for a leak or blockage in your water supply pipe. An engineer will locate the leak or blockage and repair, replace or unblock the affected section of the water supply pipe.

#### Examples of claims covered

- Leaking water supply pipe
- Blocked water supply pipe
- Leaking internal stop tap
- Seized internal stop tap

#### Claims Limit

- Up to £1,000 per claim
- No limit to the number of claims

#### Response

- If your incident is an emergency (including internal leaks which cannot be controlled), your claim will be given priority, otherwise an appointment will be made.

**Permanent reinstatement** – An exact match to the existing surface cannot be guaranteed and we will only reinstate the area that is damaged. We use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces; however if the permanent reinstatement requires non-standard construction materials and/or methods and skills we will make the ground safe. To allow for settlement of the ground following excavations, the permanent reinstatement works may not be carried out immediately.

#### What isn't covered? (see also the General Exclusions)

- a) The external stop valve connection to the water mains supply (because it is the water company's responsibility);
- b) Where there is no evidence of a blockage, a leak or damage;
- c) Frozen pipes which have not resulted in a leak or permanent blockage;
- d) Any costs of the water lost during a leak;
- e) Costs which exceed your fair share of the cost of any work undertaken by us under the terms of this plan on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies). Your fair share will be calculated as the total cost of the work divided by the number of parties (including you) that are responsible for the water supply pipe and benefit from the repair;
- f) Any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by our engineers.

### Hot & Cold Pipes & Internal Drains

#### Cover Definitions

**Hot & Cold Pipes & Internal Drains:** the water pipe work, stop taps, water storage, drainage (internal) and waste pipes within your property which you are legally responsible.

#### What is covered?

You are covered for incidents relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing internal blockages; including repairs to leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed.

Examples of claims covered	Claims	Limit
<ul style="list-style-type: none"> <li>- Repair leaking pipes or joints</li> <li>- Repair water leaks from central heating pipes and radiator valves</li> <li>- Clear a blocked sink, or waste pipe</li> <li>- Repair leaking overflow pipes</li> </ul>	<p>Response</p> <ul style="list-style-type: none"> <li>- If you incident is an emergency (including internal leaks which cannot be controlled), your claim will be given priority otherwise an appointment will be made</li> </ul>	<ul style="list-style-type: none"> <li>- Up to £1,000 per claim, unlimited call outs</li> </ul>

**What isn't covered?** (see also the General Exclusions)

- a) frozen pipes which have not resulted in a leak or permanent blockage;
- b) showers including the shower unit, controls, outlet or shower head;
- c) domestic appliances;
- d) replacement of sanitary ware (e.g. basins and toilet bowls);
- e) the replacement of a tap
- f) any costs of water lost during a leak;
- g) quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;
- h) external guttering, rainwater downpipes and soakaways;
- i) drains/sewers that you do not have sole responsibility for (including shared drains within your property);
- j) drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc) at your cost.

**Additional information**  
We will not cover any additional repair work.

**INTERNAL GAS SUPPLY PIPE**

If you think you have a gas leak (i.e. it is an emergency), you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

**Cover Definitions**

**Internal gas supply pipe:** the internal pipe and connecting hose used to supply gas to appliances within your property, from the outlet of the gas meter to the isolation valve of any appliance.

<b>What is covered?</b>		
<p>You are covered for a leak in your internal gas supply pipe. Following the National Gas Emergency Service attending your property and isolating your gas supply, claims will be dealt with by a Gas Safe registered engineer, who will repair or replace the damaged section of internal gas supply pipe</p>		
Examples of claims covered	Claims	Limit
<ul style="list-style-type: none"> <li>- Leaking internal gas supply pipe</li> </ul>	<p>Response</p> <ul style="list-style-type: none"> <li>- An appointment will be made</li> </ul>	<ul style="list-style-type: none"> <li>- Up to £1000 per claims limit, unlimited call outs</li> </ul>
<p><b>Permanent reinstatement</b> – We will reinstate any floor covering or surface to make it safe, within the claims limit. However, we are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.</p>		

**What isn't Covered?** (see also the General Exclusions)

- a) external gas supply pipe (because it is the responsibility of the National Grid);
- b) any appliance connected to the internal gas supply pipe;
- c) any section of the internal gas supply pipe that is not contained within the property or within any outbuilding on the property

**GAS CENTRAL HEATING BREAKDOWN**

If you think you have a gas leak (i.e. it is an emergency), you **MUST** immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

**Cover Definitions**

**Domestic gas central heating system (boiler and/or system):** the private domestic gas central heating boiler, supplying your property, fired by natural gas, with a permissible output of up to 60 kW/hr. This includes from the boiler isolating valve, including all manufacturer's fitted components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls, radiators, interconnecting pipe work, feed and expansion tank.

**Beyond Economical Repair (BER) (applies to the boiler only):** Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be beyond economical repair.

**What is covered?**

A leak within or breakdown of your boiler and/or system. Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the relevant part or parts of your boiler and/or system.

**Examples of claims covered**

- A breakdown of the boiler and/or system
- Repair/replacement of a leaking water tank or cylinder
- Replace leaking radiator or radiator valve
- Replace heat exchanger
- Replace boiler zone valve
- Repair motorised valves

**Claims Limit**

- Up to £1000 per claim, unlimited call outs.

**Response**

- An appointment will be made

**Temporary heating** - If a part needs to be ordered and it will take over 72 hours from the engineer's first visit to arrive, we can upon request provide temporary electrical heaters until the repair is completed

**What isn't Covered?** (see also the General Exclusions)

- a) repairing a boiler or any part of it, which is beyond repair
- b) immersion heaters, combination cylinders, elson tanks, thermal storage units (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax), or their controls
- c) separate gas heaters providing hot water;
- d) LPG gas/oil systems
- e) warm air heating system;
- f) under floor heating;
- g) fan convector heating;
- h) heated towel rails;
- i) dual-purpose boiler (AGA Rayburn);
- j) combined heat and power systems;
- k) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;
- l) Any other gas appliance (with the exception of gas fires forming part of a back boiler);
- m) A breakdown when an engineer has previously identified that remedial/maintenance work is required to prevent future breakdown;
- n) Any part of the boiler and/or system which is not possible for the engineer to work on safely;
- o) Parts of the boiler and/or system where it is impractical to access because of its position such as the boiler is inaccessible due to the installation of fitted units;
- p) Frozen pipes within the system which have not resulted in a leak or permanent blockage;
- q) Adjustment of timing and temperature controls;
- r) Venting of radiators;

s) Repairing or a like for like replacement of a non-standard radiator (e.g. cast iron)

**Maintenance work** - The engineer, when dealing with your system may complete the repair but diagnose that additional maintenance work is required to your boiler and/or system in order to prevent a future breakdown. For example; maintenance work can include circumstances where there is a build up of sludge/scale/rust resulting in your boiler and/or system needing cleaning. As this maintenance work is not covered under this plan, it is your responsibility to have it completed. You may contact us for a quote on remedial work

**Boiler Type and Condition** – We reserve the right to assess your boiler at any time. We are not able to continue to cover boilers which are not in good working order or can no longer be supported due to parts being obsolete.

**Obsolete parts** – Gastek Solutions Ltd uses reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all Gastek Solutions Ltd's stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair. You will be transferred to a similar plan without cover for gas central heating included. Your premium will be adjusted accordingly and a proportionate refund (calculated daily) in respect of the difference between the premium for your old plan and the premium for your new plan will be given with respect to any annual or quarterly payments that have been made in advance. If your premium is paid monthly you will not receive any refund and the new premium shall take effect from your next monthly payment. If a similar plan without gas central heating is not available, your plan will be cancelled.

## ANNUAL GAS BOILER SERVICE

Your policy includes an annual gas boiler service by Gastek Solutions LTD. We will send you a reminder regarding your service if you have not already had one carried out during your plan period. We will then carry out your service between Monday and Friday between the hours of 9am to 5pm.

## General Exclusions

The following are also excluded from cover and therefore the underwriter will not be liable for any of the following:

- a) any item not forming part of your plan coverage as detailed in 'What is Covered?';
- b) any event, loss or damage arising from circumstances known to you before your plan start date;
- c) any costs / activities in excess of the claims limit or any other limit specified in 'What is Covered?'. You are responsible for agreeing and settling these costs directly with the engineer;
- d) any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this plan other than those direct costs expressly covered by this plan, unless caused by our negligence or that of our agents and suppliers, including the failure to search all of our stockists for a spare part;
- e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall;
- f) instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines;
- g) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this plan, which does not comply with British Standards;
- i) any parts not supplied and chosen by us. Subject to any applicable regulations, our engineer can fit an alternative part (that complies with British Standards) supplied by you at the time of the visit (e.g. a switch or tap) however this part will not be guaranteed. Our engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system;
- j) normal day-to-day maintenance of the items covered by your plan at your property, for which you are responsible;
- k) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- l) any loss in the event of damage occurring where the property has remained unoccupied for 60 or more consecutive days;
- m) any loss arising from subsidence, heave of the site or landslide caused by:
  - bedding down of new structures;
  - demolition or structural repairs or alterations to the property;
  - faulty workmanship or the use of defective materials;
  - river or coastal erosion;
- n) any loss or damage arising as a consequence of:
  - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
  - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;
- o) loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property, for example a power cut to your neighbourhood;

- p) any investigative work, where the incident which caused you to claim has already been resolved;
- q) the following are not covered:
  - i pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves,
  - ii water softeners,
  - iii waste disposal units, macerators
  - iv air conditioning units;
  - v unvented hot water cylinders or their controls;
  - vi cesspits, septic tanks and any outflow pipes;
  - vii vacuum drainage systems;
  - viii swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
  - ix ground, air and water source heat pump systems
  - x power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).

## **General Conditions**

### **Our guarantee**

Under this plan, the workmanship and any part(s) used by us to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out. Where appropriate, we may advise you that remedial or maintenance work will be required to be undertaken by you in order to bring your installation up to a suitable standard or to prevent a future incident. Such work will be at your own cost.

### **Creating access**

Upon arrival at your property, the engineer will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to sign a disclaimer while the engineer is at your property. Unless stated in the 'What is Covered?' sub-sections of the Plan Coverage section, this plan does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your claim until you have arranged for access to be made.

### **Property eligibility**

This plan is for homeowners only. Retail, commercial and other premises used for business are not eligible for this cover, and council and housing association tenants will not need this service. The property must be your permanent home and owned and solely occupied by you and your family as a private residence with no business use. Flats, maisonettes, mobile homes, bedsits, sub-divided homes and let and sub-let properties are not covered. Please also see the definition of property in the 'General Definitions' section. The boiler at your property must have a power output of less than 60 KW/hr and be fired by natural gas (and not LPG, electric or oil). Your property must not be heated by dual purpose boilers, a warm air heating system, combination and unvented cylinders or thermal storage units.

### **How we use your data**

Any information that you provide under this plan will be held and used to administer your plan by Gastek Solutions Ltd (the 'data controller' for the purposes of the Data Protection Act 1998). Gastek Solutions Ltd may use your data for the purposes of training, testing, quality control, research and statistical analysis. Gastek Solutions Ltd may also use your data to keep you informed by post or telephone of any products or services which they consider may be of interest to you. If you do not want to receive such information please write to Gastek solutions Ltd at the office address marking the communication 'For the attention of the Sales Manager.' To help keep your information accurate and up to date we may use information from selected third parties.

### **Contact us**

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