

INTRODUCTION

This service contract is arranged by: Gastek Solutions Ltd, a company registered in England and Wales, Company No. 7249225. Registered Address: 10c Peckingham Street, Halesowen, West Midlands, B63 3AW (the "Providers").

Gastek Solutions Ltd is a specialist provider of boiler breakdown cover, appliance cover and boiler servicing membership service plans.

Please read our Terms & Conditions carefully along with your schedule confirming the cover you have purchased as these form the basis of your agreement with us. If anything is incorrect or you have any questions, please contact us immediately.

At their absolute sole discretion, the Providers will give the benefit described in this Service Contract for the Contract Term and for any subsequent period that the Providers and you may agree. This Service Contract will not be in force unless you have paid all amounts due to us for the Service Contract, it has been agreed by an authorised representative of the Providers, and confirmation has been sent to you with the Service Contract. The Service Contract contains details of the rights you have bought, what is excluded from those rights and the terms and conditions of this Service Contract.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in **bold**.

Administrator- refers to Gastek Solutions Ltd, who will handle any queries relating to the issue of **your** service contract / service contract amendments and are whom **you** should report details of any claim to.

Appliance means the electric, electrical and gas appliances approved to be used in domestic locations or approved commercial locations that are fully identified in the Contract Schedule

Approved Engineer / Engineer - means a qualified person approved and instructed by the **helpline** to undertake **emergency** work.

Assistance - means the reasonable efforts made by the **approved engineer** during a visit to the **home** to complete a temporary repair to limit or prevent damage, or if at **similar expense**, the cost of completing a permanent repair in respect of the cover provided.

Authorised Representative - means a person appointed by **you** to deal with **your** service contract on **your** behalf.

Betterment - means the provision for the depreciation of the appliance over time. At the absolute sole discretion of the Providers, betterment may be applied at 10% per annum. No betterment payments will be made until you have made at least 6 payments on the plan

Beyond Economical Repair - means in the opinion of **our approved engineer**, the cost of repair is 60% or more of the manufacturer's current retail price. In the event that **your appliance** is declared **beyond economical repair** and a payment under the betterment rules will apply for appliances under the age of 5 years old and where payments over 6 months have been made. In these circumstances, our maximum contribution would be a payment of £200.

Breakdown - means a sudden and unforeseen mechanical or electrical malfunction which results in the particular unit not working.

Call Out - means a request for **emergency assistance** from **you**, even if the request is then cancelled by **you**.

Claim Limit - means the maximum amount payable by **us** as stated under each section of cover, including **call out** charges, labour, parts and materials (including VAT), and subject to prior agreement from **us**.

Commencement Date - means the start of the service contract as shown in the **schedule**.

Contract Schedule means the written confirmation you received from the Providers confirming your details and the details of the appliance that is the subject of this

Service Contract

Cooling Off Period - In respect of all sections of the Service Contract, no claim can be made for any event that occurs within 30 days of the **commencement date** of this Service Contract as shown in the Contract

Schedule

Cosmetic Repair – damage that affects the appearance but not the function of the appliance, including but not limited to; marks, dents and scratches.

Emergency - means a sudden and unexpected event which, if not dealt with quickly, would in the reasonable opinion of the **helpline**:

- a) render the **home** unsafe or insecure
- b) damage or cause further damage to the **home**
- c) cause personal risk to **you**
- d) cause a health and safety risk to others

Event - means mechanical electrical breakdown that generates a claim under this Service Contract

Excess - means the first amount of each claim, payable by **you** to the **helpline** before the **approved engineer** will attend. This payment will be taken by the **helpline** before **assistance** is provided. This can be done by way of credit or debit card.

Fee Payment means the sum you pay either monthly or in full annually, as preferred by you, to the Providers for the provision of this Service Contract

Helpline - means the telephone number for **you** to report an **emergency** under this service contract. The number is **01384 560856**.

Inception date - means the date on which your service contract began.

Intermittent fault – means a problem that has been recurring for a period of time and that cannot be diagnosed that results in a **breakdown**.

Manufacturer Repairs - This is a service provided outside of the agreement and one that you have agreed to pay the cost for.

Mechanical Electrical Breakdown means an actual and sudden mechanical failure, electrical failure or breakdown that results in the sudden stoppage of the appliance's function and that necessitates repair to resume those functions

Period of Protection - The duration period noted on **your schedule**, either monthly or annual as determined by **you** depending on **your** preference for payment.

Reference number – used to locate your details for your membership. This is located on your service contract.

Rolling contract – Your service contract will automatically renew following receipt of your payment for the period of protection as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.

Schedule - means the document sent to **you** confirming the **commencement date, your** details, and the **home** subject to cover.

Third party - means any party other than contractors working on behalf of the **Providers**.

Unoccupied - means where no one has resided in the **home** for a period exceeding 30 consecutive days.

We, Us, Our – means the **Providers**.

MAINTAINING PROTECTION UNDER YOUR SERVICE AGREEMENT

You may pay for your service contract on an annual or monthly basis. If **you** have elected to pay **your** fees monthly, **we use an external company – Eazy Collect** who will collect the fee for this service contract by **Direct Debit** from **your** bank account on 1st or 15th of each month and, subject to the successful collection of that monthly fee, **we** will provide the cover detailed in this service contract wording for the month in which the monthly fee has been collected.

This service contract commences on the date shown on **your schedule** and continues by periods of one calendar month upon receipt of **your** monthly fee payment. If **you** have elected to pay **your** fees by monthly **Direct Debit**, this service contract does not have a specified end date and cover will continue until either **you** or **we** cancel the service contract. However, should **you** fail to make a payment in any month, the **administrator** will notify **you** and **your** cover will cease 30 days from the date the last monthly fee payment was received by the **administrator**.

Your service contract will automatically renew following receipt of **your** payment for the **period of protection** as defined in **your schedule**.

What Is Covered

For the avoidance of doubt, this is a contract for the provision of specific services supplied at **our** absolute sole discretion. This is not a contract of insurance, a guarantee or an insurance policy.

Any benefit provided by the **Providers** under this service contract shall be granted solely by the **Providers** and in every case shall be made only upon such terms and conditions as the **Providers** determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made on the absolute discretion of the **Providers**.

In the event of a **claim**, at our absolute sole discretion, **we** will:

- a) Cover any domestic appliance you chose to cover in your membership. The **Providers** or their representatives, at the **Providers**' absolute sole discretion, will contribute domestic appliances in the event of a mechanical or electrical breakdown. Domestic appliances include, but are not limited to, washing machines, tumble dryers, condenser dryers, dishwashers, refrigerators, television sets, fridge-freezers, and chest freezers.
- b) Provide help and assistance if a domestic appliance stops working.
- c) Approve a repair or pay part or all of the cost of replacing your equipment, subject to our terms and conditions.
- d) Advise **you** on what action to take to protect **yourself** and **your property**
- e) Send, or arrange an appointment for, an **approved engineer** to visit **your property**
- f) Organise and pay the cost of providing **assistance**, excluding any **excess** up to the **claim limit** per **call out**, including VAT, subject to the terms and conditions of **your** service contract
- g) Undertake to obtain spare parts as quickly and as reasonably possible.
- h) Ask for a £75 pre-inspection report if we deem that there may be a pre-existing fault to the appliance.

What Is Not Covered

There are certain conditions and exclusions which limit your cover. Please read them carefully to ensure this service contract meets your requirements for this forms the basis our service contract agreement. We do not wish for you to discover after an incident has occurred that you are not protected for this incident.

The **Cooling Off Period** - please also note that any incident that occurs in the first 30 days after the service contract **commencement date** is not covered. However, should **you** require **emergency assistance** during this period, please contact Gastek Solutions Ltd, as **we** may be able to provide cover on a pay-on-use basis. If you choose this service, a £95 payment will be taken prior to deployment and all subsequent charges must be paid in full by the customer.

The following are generic terms describing the terms and conditions for all parts of the Gastek Solutions Ltd proposition. However, as **you** have the option to only purchase specific elements of the scheme, **your** cover is only as described in **your schedule**.

CLAIM NOTIFICATION AND REQUIREMENTS

In order to make a claim, you or your authorised representative must:

- a) Within 24 hours of the occurrence of the event, notify the **Providers** through our customer service helpline on **01384 560856**, Monday to Friday 9.00am - 5.30pm and Saturdays 9am – 2.00pm (excluding bank holidays)
- b) where requested to do so, notify us in writing and submit a claim form
- c) hold the appliance or parts thereof available for inspection for 30 days following the submission of a claim d) when requested to do so, and within 14 days of receiving such request, deliver to the **Providers** a written statement of all reasonable particulars and details of the appliance affected, the appliance's value and the event and provide all such documents, explanations and other evidence as may be reasonably required by the **Providers** a.
- e) provide proof of purchase when requested, such as a dated receipt from a registered retailer
- f) Unless all of the terms of this condition (as detailed above) are complied with, at our absolute sole discretion a claim under this Service Contract may not be payable.

Appliances replaced under this Service Contract

Should your covered appliance be replaced by you during the Contract Term and you are happy to continue making your Fee Payments, you must notify us of the alternative appliance to be covered by this Service Contract.

Access

The **Providers** or their representatives shall have the right at all reasonable times to have access to the appliance during the period any repairs are undertaken by you or a designated repairer.

Subrogation and Observance

If a claim arises as a result of the act or default of a third party, at the request and expense of the **Providers**, you shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party. The **Providers** will not be liable to replace or repair the appliance under this Service Contract unless you have duly complied with all of the terms and conditions contained in this Service Contract.

It is a condition of this service plan that all appliances should be maintained in line with manufacturer's recommendations such as (but not limited to):

- Cleaning filters
- Cleaning drain outlets

Upon making a claim we may ask you to conduct certain checks and if an engineer is sent out we may, upon our discretion, charge a call-out fee if it transpires that the appliances has not been maintained with the manufacturer's guidelines.

GENERAL CONDITIONS AND ADVICE

General Conditions

- a) The rights given under this service contract cannot be transferred to anyone else.
- b) **You** must give reasonable access to enable appropriate work to be carried out and follow advice from the **approved engineer** and / or the **helpline** in removing furniture if this is deemed necessary.
- c) **We** may cancel this service contract immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this service contract.
- d) To improve the quality of the service provided all calls to the **helpline** may be recorded.
- e) **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.

Scheduling

We will discuss the timing of your repair with you by phone. We will endeavour to ensure that your repair occurs as quickly as is reasonably practicable.

If you wish to reschedule your repair please call 01384 560856. Please provide at least 24 hours' notice of your intention to reschedule. You may incur a small charge if you do not inform us of your intention to reschedule in a timely manner.

In unusual circumstances, such as extreme weather events or illness, the Providers may be forced to reschedule your repair. We will try to inform you of any scheduling problems as quickly as possible but in some circumstances we will be unable to inform you until the scheduled date of the repair.

Your obligations

Please ensure that our approved engineer can easily access the **home** and the item that requires repair. Our approved engineer will be unable to repair the item if they are unable to access it or if any health and safety hazards are present.

If **your** appliance is situated in the loft, it is **your** responsibility to create access and **you** must ensure that **you** provide:

- a) A permanent ladder
- b) Adequate lighting
- c) Suitable working conditions including but not limited to height and space.

Engineers will confirm a time slot and if you do not provide entry to the property an abortive fee of £30 will apply. **We** cannot guarantee the availability of a specific time as this is an **emergency** service contract. If your method of payment is direct debit, the £30 charge will be debited from your account.

If you do not own the **home** that the item is located in you must obtain the homeowner's permission before you arrange any repairs. We do not accept any responsibility for any damages or losses you sustain as a result of the repair if you have not sought and attained permission for the repair from the homeowner.

Please provide Gastek Solutions Ltd 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, the age of the faulty item, the length of time the problem has been apparent for, and if any other repairs have been attempted.

To minimise the cost of your repair and to reduce the length of time it takes to complete your repair you should create as much access as possible. This may involve lifting up carpets, removing bath panels or lifting floorboards.

Repairs

While Gastek Solutions Ltd will take all reasonable steps to complete all repairs, there are some instances when we will be unable to complete the repair. These include, but are not limited to:

- a) When completing the repair would pose an unacceptable health and safety risk, such as if the repair requires the removal of asbestos
- b) When the item that requires repairing does not conform to legal standards, such as if a gas appliance has been fitted by an unregistered engineer
- c) When the defect identified relates to a design fault
- d) When the item that requires a repair has been subject to a product recall

We may identify additional repairs that are required in order to bring your **appliance** up to regulatory standards, such as improvements to the safety and earthing arrangements for electrical installations. You may incur additional charges for the cost of these repairs and services.

You are not obliged to accept our approved engineers' recommendations for additional repairs, although you will be unable to apply for subsequent repairs under your Gastek Solutions Ltd Home Safe Appliance Cover maintenance plan until the approved engineers' recommendations have been adhered to or until another accredited professional has deemed that your **home** complies with regulatory standards. We will discuss the cost of these additional repairs with you and agree to a pricing structure before this additional work commences.

At **our** absolute sole discretion we reserve the right to request a nominal security payment of £75 where the breakdown is deemed pre-existing. This payment may be refunded once the engineer has reported their findings and confirms that the fault being reported is covered under this agreement.

One-off Repairs and Pay-on-Use

Should an **emergency** arise that is not included under **your** service contract, Gastek Solutions Ltd can arrange for an **approved engineer** to attend **your home**. **You** will be responsible for all costs involved. The use of this service does not constitute a claim under **your** service contract.

We will discuss the cost of your one-off repair with you to ensure you are satisfied with our charges for repairs relating to the **appliance**.

To be eligible for a one-off repair you must also sign up for a membership plan with Gastek Solutions Ltd Home Safe Appliance Cover. If you cancel your membership plan before the contract has been completed you will be liable to pay the full cost of the repairs. If you choose this service, a £75 payment will be taken prior to deployment and all subsequent charges must be paid in full by the customer.

Replacement of parts or components

At **our** absolute sole discretion, **we** reserve the right to use replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved distributors. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. **You** should make sure that the **engineer** can get reasonable access to carry out the repair. If **we** cannot get a replacement part needed to carry out a repair **our** liability will be limited to a temporary repair to make the **emergency** safe.

Damages

We will take all reasonably practicable steps to avoid damaging your **home** during the course of your repairs. We will fill in any holes and reassemble fittings and features as required but will not replace or repair any damages that were caused by the existing fault. We will only be liable to recompense you for damages caused by negligence. By agreeing to a repair you accept that some slight property damage may be an inevitable consequence of the repair.

Fraud

You must not act in a fraudulent manner. If **you**, or anyone acting for **you**, makes a claim under the Service Contract knowing the claim to be false or fraudulently exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect, or submits a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage known by you to be a result of a wilful act or with your connivance, then the Providers:

- a) Will not pay the claim and will not pay any other claim which has been or may be made in connection with the declared appliance.
- b) Will be entitled to recover any amounts paid from the inception of the Service Contract
- c) May inform the police, insurance authorities or fraud prevention agencies of the circumstances

Privacy

Gastek Solutions Ltd take your privacy very seriously. We will only share your personal information with other bodies when doing so is essential for the completion of your repair. This may involve informing our approved engineers of your name, address and the repair required, and communicating with manufacturers to receive the parts required for your repair.

Your personal data may be used in-house for one or all of the following reasons:

- a) To manage your membership or any reward or loyalty schemes
- b) To protect your health or safety
- c) To offer you information and advice about our services
- d) To offer you discounts and billing information
- e) To improve our operations
- f) To assist in staff training
- g) As part of regulatory or legal requirements

In the event that Gastek Solutions Ltd Home Safe Appliance Cover sells part or all of its operations to another business your personal information may be shared with this business. We will inform you of this occurrence in advance to confirm that you consent for your data to be shared in this way.

If you do not pay any money owed to Gastek Solutions Ltd, we may be forced to transfer your debt to another organisation, such as a debt collection agency. We may also share your information with fraud prevention and credit reference agencies to assess your ability to pay your membership fees and your ability to afford any other services we may have on offer.

We may monitor phone calls and other communications we have with you to ensure we continue to provide a high quality service and for staff training purposes.

You are entitled to receive a copy of any information we hold about you. Please write to Gastek Solutions Ltd Home Safe Appliance Cover, Unit B15 Anchor Business Park, New Road, Dudley, DY2 9AF to request a copy of this information. We may charge a small handling fee for this information.

GENERAL EXCLUSIONS

We shall not be liable for costs arising from or in connection with damage to, or destruction of, the appliance caused by inherent defects, wear and tear etc, such as:

- i. its own defective design materials or workmanship, a latent defect or defects, gradual deterioration, wear and tear, corrosion, rust, condensation or evaporation, dampness, dryness, dust, change in temperature and foreign objects;

- ii. faulty or defective workmanship, operational error or omission on your part or the part of any person using the appliance with your express or implied consent;
- iii. handling and/or use of the appliance that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the appliance.

We shall also not be liable for costs arising from or in connection with:

- a) Existing circumstances known to **you** prior to the **commencement date of your service contract** or incidents which occur within the **waiting period**
- b) Claims arising after the **home** has been left **unoccupied** for a specified period in excess of 28 days
- c) Any wilful or negligent act or omission by **you** or your authorised representative(s)
- d) Events where on attendance it becomes clear that the **call out** is not a **break-down** or loss of facility
- e) General maintenance work or any system that has not been regularly maintained
- f) Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your home**
- g) Any amount that is recoverable upon the occurrence of an emergency at no significant expense to **you** under any guarantee, warranty, maintenance, and rental hire or lease agreement
- h) Any parts or item that may need to be replaced as a result of natural wear and tear
- i) Any design defect or any repair that is rendered, in **our** opinion, either difficult or impossible due to problems with the access needed to facilitate the repair
- j) Any loss howsoever arising unless it is specifically stated as being covered by the service contract, including but is not limited to, delays in sourcing spare parts by **us**
- k) Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration
- l) Replacement of bespoke or designer parts or fixtures
- m) Any appliances or their systems not installed properly or in line with manufacturer's guidelines
- n) **Any appliance 5 years old or more will be subject to a mandatory £75 excess.**
- o) Improvements including work that is needed to bring the **appliance** up to current standards
- p) **Homes** situated outside the UK mainland, excluding all Isles and Northern Ireland.
- q) Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever
- r) Accidental or deliberate damage. The Providers will use their expert judgement, including our engineers' recommendations, to determine how the damage was sustained.
- s) Cosmetic repairs - damage that just affects the appearance but not the function or safety of the covered appliance, including but not restricted to; scratch-

t) Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to affect an **emergency** repair

u) Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution,

insurrection or military or usurped power

v) Loss or damage to any **appliance**, or any resulting loss or expense, or any legal liability directly or indirectly, caused by or arising from:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its' components.

RENEWALS

Your service contract will automatically renew following receipt of your payment for the **period of protection** as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.

The price will be reflected in your renewal quote. If your renewal quote has changed we will notify you. Factors that may affect your renewal quote are; inflation, claims frequency and length of time on cover. If we do not receive notification of cancellation then we will automatically renew the service contract based on the renewal quote.

COOLING OFF PERIOD AND CANCELLATIONS

We hope **you** are satisfied with the cover this service contract provides. If this service contract does not meet with **your** requirements please write to Gastek Solutions Ltd within 14 days of issue and **we** will cancel the service contract.

Please note, only **you** or **your authorised representative(s)** should write to cancel. The cancellation period provided within **your** service contract is inclusive of the statutory 14 day period which begins on the **commencement date** or 14 days from the date **you** receive **your** service contract documentation, whichever is the earliest.

Where **your** service contract is cancelled within the cancellation period and **you** have not made a claim **you** will receive a refund of any fee **you** have paid to **us** and **your** service contract will be cancelled immediately.

Where **your** service contract is cancelled either within or after the cancellation period and **you** have made a claim **your** service contract will be cancelled immediately and **your** fee will not be refunded.

The cancellation fee repayable is £60 excluding VAT and is applied for each 12-month period from your commencement date. This is for anyone that has made a claim, had a service, or any callout or assistance from **us** in any period.

Where **your** service contract is cancelled after the cancellation period and **you** have not made a claim **your** service contract will be cancelled and **you** will be obliged to pay any payment due in the 30 days following the date **you** contacted us to cancel **your** service contract. Gastek Solutions Ltd will not process any claims after you have given **us** the mandatory notice of cancellation.

In any event **you** will need to pay for any non-protected services that **you** have received.

OUR RIGHTS TO CHANGE OR CANCEL THE COVER TERMS OR PRICE

You will receive 30 days' notice if we decide or need to change the terms of **your** Service Contract cover or the cost of **your** Service Contract. **We** may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you** for any of the following reasons:

a) To make minor changes to your service contract wording that do not affect the nature of the cover and benefit provided, such as changes to make the service contract easier to understand.

b) To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or **your** service contract.

c) To reflect changes to taxation applicable to your service contract (including but not limited to Value Added Tax).

d) To reflect increases or reductions in the actual or projected costs of providing **your** cover, including but not limited to cost increases or reductions caused by changes to the number, costs or timing of claims which **we** as part of **our** pricing service contract have assumed or projected will be made under this service contract.

e) To cover the cost of any changes to the cover / benefits provided under this service contract including but not limited to the removal of one or more service contract exclusion(s).

f) To cover the cost of changes to the systems, services or technology in support of this service contract.

At our absolute sole discretion, we retain the reserved rights to immediately and completely cancel or terminate this contract without prior notice or due cause at any time.

YOUR CONTRACT

a) You hereby authorise Gastek Solutions Ltd to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger/administrator being able to offer continuation of service. If at any time you wish to withdraw your agreement, please let Gastek Solutions Ltd know by writing to the registered address.

b) Gastek Solutions Ltd will arrange and administer **your** service contract. If **you** need to contact Gastek Solutions Ltd regarding **your** contract, please phone the customer services number or write to the registered address.

c) Gastek Solutions Ltd will collect the fee in accordance with your instructions. Any monies relating to the services that are held by **us** (including fees collected by **us**, fees to be refunded to **you** and claims monies) shall be held by **us**.

d) Gastek Solutions Ltd can amend these terms and conditions for legal or regulatory reasons as well as to benefit the group as a whole. Where this change benefits **you**, **we** will make the change immediately and notify **you** within 30 days. In all other cases **we** will write to advise **you** of the change at least 30 days prior to the change taking effect. If the changes do not benefit **you** and **you** wish to cancel **your** service contract, **you** may do so and **we** will follow the procedure as outlined under the section labelled 'How to Cancel Your Service Contract'.

e) Gastek Solutions Ltd will notify you if in the future if it enters into an agreement with a new underwriter(s) for all or part of **your** service contract, to confirm the details of the new underwriter and give **you** details of any changes to the terms and conditions of **your** service contract. **You** hereby authorise Gastek Solutions Ltd to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, and consent to the new underwriter being able to offer continuation of the service contract to **you**. If at any time **you** wish to withdraw your agreement to this, please let Gastek Solutions Ltd know by writing to the registered address.

f) Gastek Solutions Ltd will notify you if in the future it transfers in full or in part the arranging and administration of **your** service contract to another arranger and/or administrator to confirm the details of the new provider and give **you** details of any changes to the terms and conditions of this service. **You** hereby authorise Gastek Solutions Ltd to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to **you**. If at any time **you** wish to withdraw your agreement to this, please let Gastek Solutions Ltd know by writing to the registered address.

CUSTOMER SERVICE AND COMPLAINTS

The aim of Gastek Solutions Ltd is to provide **you** with an unrivalled first class service at all times. The Providers are committed to maintaining the highest standards of professional and ethical conduct in all dealings with customers.

However, **we** realise that things can sometimes go wrong and there may be occasions when **you** feel that **you** have not received the service **you** expected. When this happens **we** want to hear about it so **we** can try to put things right.

If you have a complaint you should contact the Providers and we will respond fully to your complaint within eight weeks.

We take all complaints seriously and we will do our very best to resolve the issue promptly. If we need more time to look into matters, we will let you know and keep you appropriately updated. If you remain dissatisfied with our final response, or it has exceeded eight weeks to reply fully, you have recourse to our helpline and support as stated below.

Only the named **Service Contract holder(s)** or an **authorised representative** should call or write to make a formal complaint.

To make a complaint, please contact:
Gastek Solutions Ltd Home Safe Appliance Cover
Unit B15 Anchor Business Park
New Road
Dudley
DY2 9AF

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Service Contract

In designing our service plan we decided to become fully independent but still operate the similar underwriting model as required by the Insurance Industry.

As a service provider Gastek Solutions Ltd operates as a non-insurance registered entity. This is a very important attribute in keeping our operating costs to a minimum. Traditional warranty companies usually operate on an insured basis and are either owned or contracted to an insurance company.

We are not registered with the Financial Conduct Authority. Our service plan is outside of the FCA's remit, as it is a service plan.

APPLICABLE LAW

This cover plan may only be relied on and enforced by the Providers and you and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. This Service Contract shall in all respects be governed and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected **home** is located in Scotland, in which case the law of Scotland shall apply.

DATA PROTECTION ACT

Details of you and your Service Contract will be held by the Providers and the Providers in their computer records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

To help us improve our service, we may record or monitor telephone calls, subject to the provisions of the Data Protection Act 1998 and any other relevant legislation.

We may also share information in confidence for processing and contract management with other companies including those located outside the European Economic Area.