

# Warmcare

peace of mind with year round boiler cover



## Terms and Conditions

## About Our Service and Maintenance Contracts

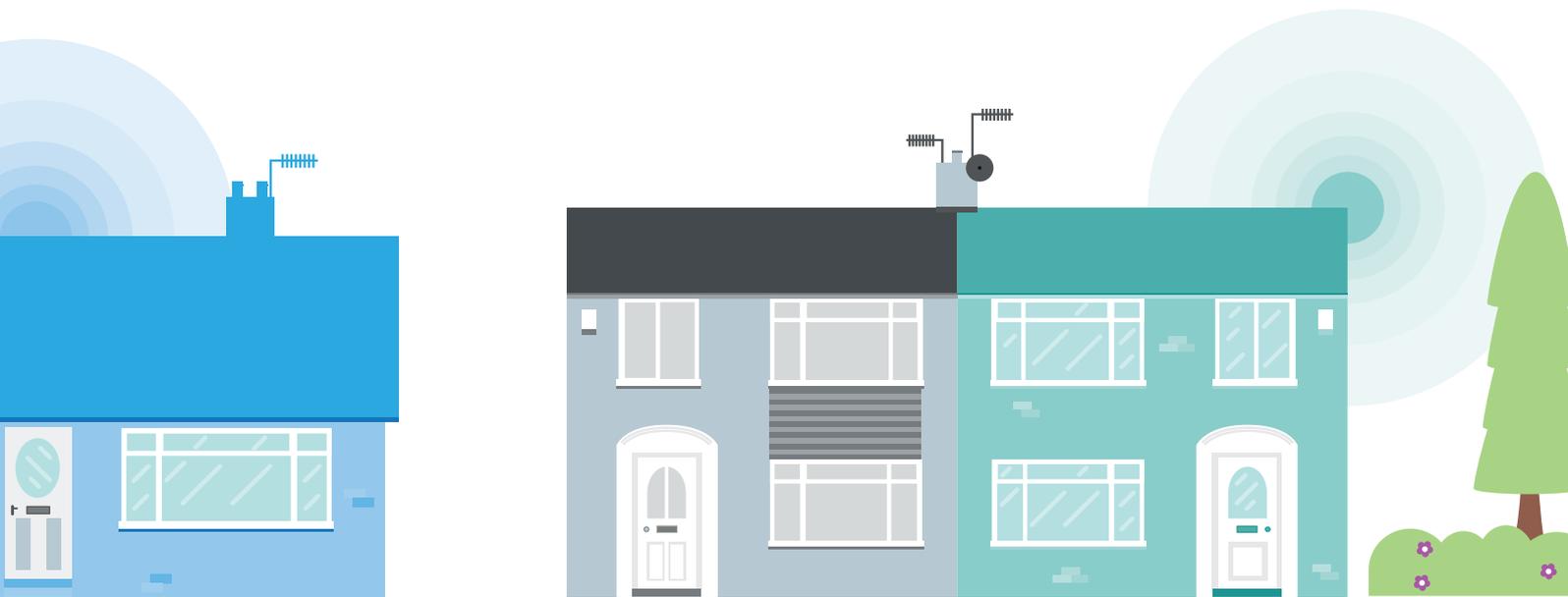
### This document explains:

- What products in your service and maintenance contract that we do and do not cover.
- What to do if you would like to request a call-out, change or cancel your agreement
- How to make a complaint.

It is important you read and understand these terms and conditions. If you require any assistance in understanding, or have any questions, please do not hesitate to call us on **01329 234 111**.

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Warmcare Pricing

For boilers under Warranty	<b>Warmcare Performance</b> <b>£7.50</b> Monthly	<b>Warmcare Central Heating</b> <b>£13</b> Monthly	<b>Warmcare Plumbing</b> <b>£16</b> Monthly	<b>Warmcare Home</b> <b>£22</b> Monthly
	<b>£80</b> Annually Billed	<b>£141</b> Annually Billed	<b>£172</b> Annually Billed	<b>£244</b> Annually Billed
	Save <b>£10</b>	Save <b>£15</b>	Save <b>£20</b>	Save <b>£20</b>
	+ 1 year extended Boiler Warranty*	+ 2 year extended Boiler Warranty*	+ 2 year extended Boiler Warranty*	+ 2 year extended Boiler Warranty*
	+ Annual Service & Health Check	+ Annual Service & Health Check	+ Annual Service & Health Check	+ Annual Service & Health Check
		+ Controls	+ Controls	+ Controls
		+ Central Heating System	+ Central Heating System + Plumbing & Drainage	+ Central Heating System + Plumbing & Drainage + Home Electrics

For boilers out of Warranty	<b>Warmcare Performance Plus</b> <b>£18</b> Monthly	<b>Warmcare Central Heating Plus</b> <b>£23</b> Monthly	<b>Warmcare Plumbing Plus</b> <b>£26</b> Monthly	<b>Warmcare Home</b> <b>£30</b> Monthly
	<b>£206</b> Annually Billed	<b>£261</b> Annually Billed	<b>£292</b> Annually Billed	<b>£340</b> Annually Billed
	Save <b>£10</b>	Save <b>£15</b>	Save <b>£20</b>	Save <b>£20</b>
	+ Boiler	+ Boiler	+ Boiler	+ Boiler
	+ Annual Service & Health Check	+ Annual Service & Health Check	+ Annual Service & Health Check	+ Annual Service & Health Check
		+ Controls	+ Controls	+ Controls
		+ Central Heating System	+ Central Heating System + Plumbing & Drainage	+ Central Heating System + Plumbing & Drainage + Home Electrics

Additional Cover Options £	Monthly	Annually
Gas Safety Inspections Supplement	£1.50	£18.00
Oil Supplement	£5	£60.00
LPG Supplement	£2	£24.00
Add Fire Servicing	£3	£36.00

\*Extended warranty only applies to customers who purchase a warmcare plan within 7 days of Diamond Gas & Heating Ltd boiler installation and must have an same level or higher active service plan for the duration of the warranty.

## 1. General

**Diamond Gas & Heating Ltd will provide the services and benefits described in this cover:**

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

We will provide services and benefits on the basis of 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 the cover schedule. The terms and conditions for this cover are written in English and all correspondence entered into shall be in English.

The aim of this cover is to provide a product which meets the demands and needs of householders 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 benefits 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 **01329 234 111**.

**Meaning of words:** This part of the Terms and Conditions document 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 insurance cover which can be made by you by telephone or by the completion of an application form.
- **Central Heating System:** The Gas central heating system in your home. This includes pipes, flow and return pipework which connect components of the system, but not hot and cold-water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating or underfloor heating pipework.
- **Geographical Limits:** The mainland of Great Britain, not including the Isle of Wight. There are few areas of Great Britain where cover 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 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 your home, the person duly authorised by you as the key holder responsible for the home.
- **Our/us/we:** Diamond Gas & Heating Ltd administer the cover and manage all claims on behalf of Diamond Warmcare.
- **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 and after an Initial Safety Inspection 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.

## 2. What is Covered

### 2.1 Annual boiler service and Health Check

- Comprehensive annual service on a single natural gas boiler.
- Boiler will be opened up to clean key components.
- Parts to be checked for operational safety and ratios restored to manufacturers guidelines.
- Engineer check on heating system to ensure all in good working condition.
- Central heating water test.

### 2.2 Extended Boiler Warranty

- Extended boiler warranty only applies to customers who purchase a Warmcare plan within 7 days of Diamond Gas & Heating Ltd installing the boiler and must have the same level or higher active service plan for the duration of the boiler warranty.

### 2.3 Boiler

- Out of warranty Boiler breakdowns and repairs.
- Boiler replacement cover if less than 5 years old and deemed irreparable.
- £400 off the cost of a new boiler if more than 5 years old and deemed beyond economic repair.

### 2.4 Controls

- Heating controls including standard thermostats, programmers.
- Domestic motorised valves.
- Domestic sized pumps.

### 2.5 Central Heating System

- All repairs to the central heating system pipework within the property.
- Standard radiators and associated valves.
- External expansion vessels.
- Pressure relief valves.
- External gauges and filling loops.

### 2.6 Plumbing and Drainage

- Repairs to the plumbing system within **your** home including water pipes as they enter the house and throughout the house.
- Hot water cylinders and their components such as immersion heaters, timers and thermostats.
- Primary hot water pipework within the property.
- Leaking taps and running toilets.
- Cold water tanks, ball valves and floats.
- Ball cocks, siphons, valves and flush handles/buttons.
- Domestic drainage within the property.
- Repairing leaks on internal waste pipes.
- Gas supply pipe from the meter.

### 2.7 Home Electrics

- Repairs to **your** mains electrical system and wiring within **your** property, including fuse box, power sockets, isolation switches, doorbells and smoke alarms (mains electrical only).
- Domestic extractor fans.
- Replacement of irreparable parts.

## 2.8 Extras

- **Annual Fire Service:** This covers the annual service only, no repairs or parts.
- **CP12:** A gas safety certificate issued with service.
- **Fuel Type:** Natural gas / LPG / Oil.

## 3. Exclusions

- Inherent defects or inadequacy to the original design of the system / appliance(s) and consequential damage or loss arising from defects.
- Any defects or damage caused through malicious or wilful action, negligence, third-party interference or accidental damage of any nature.
- Any defect or damage caused by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause or catastrophic event. This includes pipes that require defrosting in extreme cold.
- Pipework, wiring or flues buried in the fabric of the building including underfloor heating and its components.
- Any defect or damage occurring from a failure of the public electricity, gas or water supplies.
- Any increased cost of utilities, loss of water services, loss of earnings, or any retrospective cost for items not relating to the repair of the heating components.
- Any works pertaining to spas or swimming pools, including heating systems supplying a swimming pool.

### 3.1 Boiler

- Repairing or replacing the flue, including the flue terminal.
- Topping up the pressure on **your** boiler.
- Repairing or replacing damaged parts due to aggressive water, system contamination, limescale, sludge or other debris in the system.
- Unblocking condensate drain pipework or frozen condensate pipework.

### 3.2 Controls

- Adjustments to time and temperature controls, including resetting them or replacing batteries.
- Smart internet/wifi controls.
- Underfloor heating controls, pumps and actuators.

### 3.3 Central Heating System

- Damage caused by aggressive water, system contamination, limescale, sludge or other debris in the system.
- Powerflushing, removal of sludge, limescale and other debris in the system.
- Replacement of decorative parts, towel rails, low surface temperature, electric and designer/decorative radiators, including any associated valves. Decorative radiators include vertical, column, cast iron and curved radiators or any similar non-standard designs.
- Adding inhibitor or cleaner.

### 3.4 Plumbing and Drainage

- Concealed plumbing/cisterns, plumbing pipework exceeding 28mm in bore, mains water pipes, lead pipe, main sewer pipes and any shared drainage.
- Damage caused by aggressive water, system contamination, limescale, sludge or other debris in the system.
- Showers, shower pumps, sanitaryware units and grouting. This includes electric shower units.
- Water softeners, system filters, water meters, macerators, waste disposal units and scale reducers.
- Rainwater pipes and guttering.
- Replacement or repair of unvented hot water cylinders, thermal stores, air or ground source heat pumps or fan convectors.

### 3.5 Home Electrics

- Electrical appliances, cameras and security devices.
- Power supplies beyond the fuse box, and any external lighting units.
- Rubber and/or lead cables.
- Complete system re-wire.
- TV and speaker systems, lighting control systems (dimming), garage control systems.
- Photovoltaic systems (Solar power) and renewable energy.
- Electric vehicle charging stations.

## 4. Requesting assistance (How to claim)

- First check the circumstances are covered. Having done this telephone Diamond Gas & Heating Ltd: stating **your** cover number, on: **01329 234 111**.
- If **you** require a Security Password or have any special needs, please notify the Helpline when **you** call.
- Once the repairs are completed to **your** satisfaction, simply sign the completed works order with the engineer directly.
- **Our** engineers will only attend where an adult of 18 years of age or over is present.
- **\*\*MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS 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.**

## 5. About Your Cover

This cover only applies to appliances used inside **your** home for domestic purposes. **Your** home is the address given to **us** when **you** applied for cover that appears on **your** schedule. Cover does not transfer when **you** move address.

- **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.
- **Information to be provided** - **You** must provide **us** with the full boiler make and model and confirm that **your** boiler and gas central heating system (where appropriate) is in good working order with no water leaks before **we** accept **your** boiler and gas central heating system onto our cover. We will confirm these items to **you**.
- **Initial Safety Inspection** - If **you** wish to take out a Warmcare plan a Diamond Gas engineer will attend **your** property to carry out an annual boiler service and system health and safety inspection. Should any part of **your** system be deemed unsafe or not to the required standards for our Warmcare cover, **we** will charge **you** the standard one-off fee for an annual boiler service only. For larger properties, or properties with significant numbers of sanitary ware and/or heating controls, Diamond Gas may offer a custom pricing structure to suit.
- **Payments** - Following **your** first payment (usually by direct debit) payments for **your** cover will fall monthly. All of our charges are inclusive of relevant taxes at the 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** - The service will usually be carried out during the period April to August inclusive. Diamond Gas and Heating will not be obliged to carry out a service outside of this period as breakdown calls will be given priority. All servicing work is carried out during normal working hours - 8am to 5pm, Monday to Friday. Diamond Gas & Heating reserve the right to charge an additional cost to the standard service rate, including consumables and system inhibitor.
- **Safety Advice** - **We** may advise that permanent repairs or improvements are needed to make sure **your** appliance or system works safely (for example, to comply with gas safe regulations). If **you** do not follow our advice, it may mean that **we** are unable to fulfil all **our** obligations under **your** cover. In this case **your** cover will continue to run unless **you** tell **us** **you** would like to cancel or if **we** cancel the contract. (see 'Cancellation Provisions').

- **Spare Parts and Repairs** – If **we** do not carry the spare parts **your** repair requires on the day, **we** will endeavour to find parts from **our** suppliers. **We** may not always be able to replace parts like-for-like and therefore may use an approved alternative or standard range of product. For example, parts may not always be the same design or colour as the original, but if **you** wish to provide **your** own parts **we** will fit them under the terms of the contract. Should **we** find any boiler parts to be obsolete **we** will not be able to carry out the associated works and **we** will instead provide a quotation for a replacement boiler. If there are 3 or more repairs required on a boiler within any 1-year period, it will be deemed beyond economic repair. If a boiler will cost in excess of £400 to repair it will be deemed beyond economic repair. In such circumstances, Diamond Gas will provide a quotation to replace the boiler with a £400 discount applied.
- **Labour** – A Diamond Gas & Heating engineer will usually carry out the work. In some cases, **we** may authorise a suitable qualified contractor to carry out the work.
- **Noisy Boilers** – As boilers become older, for various reasons they may become noisy. Where age is the sole reason for noise Diamond Gas & Heating will not consider this a fault and it is not covered by any of **our** Warm Care Contracts. A charge will be applicable for call-outs relating to a noisy boiler at **our** standard daily rates.
- **Approved Equipment** – **We** only undertake work on appliances, energy-management systems and plastic pipes which are on our approved list.
- **Third-party rights** – Nobody other than **you** will be able to benefit from this cover, which cannot be passed to someone else without our agreement.
- **Getting to your system** – **We** do not include the cost of getting to **your** system pipework, wiring or flues buried in the fabric of the building including underfloor heating and its components.
- **Our responsibilities** – **We** will meet our responsibilities under this agreement within a reasonable time unless unable to do so because of circumstances beyond our control. All standard services are offered between normal working hours, namely weekdays between 8am and 5pm. In particular, **we** will not be responsible for delays caused by **our** suppliers and/or their agent. Under our emergency cover, an engineer will normally be with **you** within 24 hours. For uncontrolled water leaks or emergencies posing an immediate risk to **your** health or property, **we** will aim to attend **your** home within 4 hours. Emergency cover is available until 10pm every evening, except Christmas day and Boxing day.
- **Guarantees** – Any guarantees do not affect **your** legal rights under Sale 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** – are between 8am and 4pm, Monday to Friday.
- **Power Flushing** – **We** use our power flushing equipment to clean the system to remove sludge and other waste from **your** central heating systems. If **we** recommend that **your** system needs cleaning through with power flushing, **we** will charge **you** to undertake this work. **Our** engineer will also advise **you** what other work is needed to avoid future problems. **We** may suggest **you** correct any design faults that might cause problems to return. This work can increase life of **your** system and improve efficiency.

## 6. Complaints Procedure

**We** aim to always provide a first-class service. However, if **you** have a complaint regarding the standard of service **you** have received under **your** cover, the following procedures are available: In the first instance, please write to **Diamond Gas & Heating Ltd, Unit 4 Apex Centre, Speedfields Park, Fareham, PO14 1TP**. Alternatively telephone **us** on **01329 234 111** (within office hours) or **you** can email **us** at: [info@diamond-gas.co.uk](mailto:info@diamond-gas.co.uk). If **we** cannot give **you** a final decision within four weeks from the day **we** receive **your** complaint **we** will explain why and tell **you** when **we** hope to reach a decision.

## 7. Cancellation Provisions

### • Cancellation by the Covered Person

**You** have the right to cancel any cover in writing to **us** within 14 days from start date of **your** plan. If **you** cancel during this period, **we** will refund to **you** any premium **you** have paid. If **you** subsequently give notice in writing to **us** 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 later. 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** reserve the right to charge at standard rates for any work carried out.

## • Cancellation by us

We may give you fourteen days' notice of cancellation of this cover by letter to you at your last known address if you have given false information, if you do not make the agreed payment, or under the following circumstances:

- 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 include 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 issue) 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 add 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 12.01am 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.

## 8. Using personal information

We will always endeavour to handle your data in compliance with the General Data Protection Regulations (GDPR) and will store any data in a secure server.

Information you provide may be used by us to identify you when you contact us but only when information is volunteered to us, to assist us with accounts, services and products we have provided before, now and in the future. We will retain your information as long as you are our customer, and will send you reminders when you have services due and information about your engineer when on route. If at any time in the future you wish for your information to be removed from our systems, please ask to speak with our Data Protection Officer.

Through CIFAS system (the UK's fraud prevention scheme), we and other organisations may access information about you to help make decisions about credit and credit related services for you and other members of your household, and/or to check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

We may monitor and record communications with you (including telephone conversations and emails) for quality assurance, legal, regulatory and training purposes.



### How to contact us

Online: [diamond-gas.co.uk](http://diamond-gas.co.uk)

By Email: [equiries@diamond-gas.co.uk](mailto:equiries@diamond-gas.co.uk)

By Phone: 01329 234 111

### Other contacts

Reports a Gas Leak: 0800 111 999

Worcester bosch: 0330 123 9559

Ideal: 01482 498 660

Valliant: 08447 360 049

Glow Worm: 03301 003 142