



**Sensible Heating  
Solutions Ltd**

## Terms and Conditions

### SECTION 1: Some helpful definitions

#### Agreement

All the documents that give you information about your plan and the particular area of the home that we have agreed to protect. This includes the welcome letter and these terms and conditions.

#### Repairs team

The Sensible Heating Solutions team responsible for organising and making repairs to your boiler or system.

#### Excess

This is the amount you will need to pay whenever you call us out to make a repair. The amount will depend on the package you choose, and it will cover your call-out and any parts and labour required to repair the fault.

#### Price lock

This is the fixed annual price of your package that will not change unless you

- switch your agreement midway through
- the Government changes the VAT rate
- you call us out more than once a year for a breakdown of your boiler (price changed on renewal)

#### Home

A building designed for residential use that you own and either live in or rent out for someone else to live in, including any attached garage or conservatory.

#### Complete loss of service

When something that is protected in your agreement completely stops working.

#### Residential use

A building in which fewer than half of the rooms are used for any type of commercial purposes.

#### Emergency

We hope it never happens, but this is a breakdown that leads to a complete loss of service.

#### Start date

This is the day your agreement comes into effect. This date is confirmed on your welcome letter.

#### System

These are the boiler and controls, central heating, plumbing and drains and home electrics. Note that we can only protect your system if the total output of all boilers combined is less than 70kW.

#### We/us/our

That's us, Sensible Heating Solutions, the team behind your Sensible Boiler Care service.

#### Welcome letter

The email or letter which forms part of the plan containing your name, home address, level of protection provided, any add-ons and any call-out fee that may apply.

#### You/your

The person listed as the plan holder.

### SECTION 2: A summary of your agreement with us

Once you have purchased your Sensible Boiler Care package with price lock, we will send you a welcome pack with all the info. For starters, here are a few things to note:

- Your start date will be from the moment we confirm payment details
- Your welcome letter will show you which package you have selected
- To sign the agreement, you must be the homeowner
- You will not be able to request a repair in the first 30 days

#### Cost

Your agreement shows the total amount you will pay and the period of payment. This includes:

- value added tax (VAT)
- the length of your contract
- any call-out fee applicable

Remember, your price will only change if

- you switch your agreement midway through
- the Government changes the VAT rate
- you call us out more than once a year for a breakdown of your boiler (price changed on renewal)

#### Renewal

All of our contracts are up for renewal every 12 months. We will write to you at least 30 days before your renewal date to let you know, and if there are any price changes. We will keep renewing your plan automatically, until you ask us to stop.



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### What's covered?

We have a range of products and extras that care for different parts of your home. We have included the details of the package you have chosen in Your Sensible Boiler Care Agreement, which is attached to these terms and conditions.

### Payment

All of our package agreements are annual contracts but you can pay either monthly or yearly, both via direct debit. Spread the cost or pay it all up front. It's up to you.

### Service and repairs

This is a maintenance plan, which means we will provide an annual service and complete repairs to parts as detailed in your attached agreement. Those parts are included below, in the 'Sensible Boiler Care features we offer' section.

Any repairs and replacements detailed in this agreement provided outside the annual service may be subject to an additional charge and are provided at the sole discretion of Sensible Heating Solutions.

### SECTION 3: Sensible Boiler Care features we do offer

**Annual boiler service** - A yearly visit to check your boiler and central heating are safe and in good working order. If we find any faults – and you agree to use your excess – we will fix them during your service or return at a later date to make the repairs.

**Boiler and controls** - Repairs to your boiler including issues with any thermostats, programmers (excluding 'smart controls'), valves or pumps. Includes all parts and labour.

**Central heating** - Repairs to your radiators, cylinders or valves related to your central heating. Includes all parts and labour.

**Plumbing** - Repairs to your plumbing like burst pipes, broken toilets and leaking stopcock. Includes all parts and labour.

**Drains** - Unblocking blocked drains, sinks and blocked toilets. Includes all parts and labour.

### We also cover getting access

We will gain access to hidden parts or pipework at no extra cost. Our engineer will let you know if they need to remove cupboards or make holes in original surfaces to make a repair.

We will fill in any holes and leave the surface level where we have made access to an internal pipe or valve or an external water supply pipe, however we are not responsible for reinstating floor coverings, fixtures or fittings to their original standard.

### SECTION 4: Features we do not offer

We want to be crystal clear and avoid any confusion over the features included in our Sensible Boiler Care packages. So, using what we know about common queries about boiler care plans, we list below features not included in our products.

Our boiler care packages have been designed in consultation with our customers and engineers to ensure our products are high quality and what customers want, at a price they can afford.

### Repairs to pre-existing faults

Any problems that our engineers judge to have happened before the start of your plan.

### Other types of boilers / heaters

You are not protected for repairs to the following:

- Warm air units or fan convector heaters
- Electric boilers
- LPG boilers
- Kick-space heaters

### Curved or designer radiators

Your plan will not replace curved or designer radiators. By designer radiator we mean a radiator

- of particular artistic design
- of intricate shape, or
- made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material

Talk to us if you are unsure if your radiators are eligible under a Sensible Boiler Care plan.

### Showers and taps

Your Sensible Boiler Care package will not cover repairs of your showers and taps, their parts and pumps.

### Sludge

You are not protected for repairs where the damage is caused by rust, limescale, sludge or other debris in your system. These are typically issues that have built up over a lengthy period of time and before your agreement was in place. (We recommend a PowerFlush every three to five years to avoid these issues.)

### Wi-fi or hub issues

Wi-fi issues or internet connections that are necessary to make your controls and heating system function correctly.



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### **Swimming pools, heat pumps and underfloor / outdoor heating**

You are not protected for repairs to the following:

- Underfloor heating
- Solar panels
- Any part of your boiler and controls which directly supplies a swimming pool
- Air or ground source heat pumps
- Any heating systems or controls designed for outdoor heating

### **Beyond economical repair and obsolete parts**

#### **When the cost of repair is over the allowed limit**

If the cost of the repair of the boiler or system is likely to be more than £500 of the value of the boiler, this will be deemed beyond economical repair.

#### **When spare parts are no longer available**

We will provide replacements with similar functionality to the replaced parts, but these might not have the exact same features. If you provide a replacement part you have purchased, our engineer will install it as long as the part is on our approved list.

We will try to obtain parts from the original manufacturer or from our suppliers, but if a part is obsolete, our advice will be to consider a replacement boiler. Boilers do not last forever and obsolescence can mean they are impossible to repair when faulty. If you choose Sensible Heating Solutions as your installer, we will offer you a discount as a Sensible Boiler Care customer.

#### **Damage caused by others**

We cannot repair any faults or design faults caused by a third party, such as another heating engineer or a utility supplier. This includes damage caused by a power cut. Our engineer will use their expert judgement to decide how the damage happened and whether it was caused by a third party.

#### **Intentional damage or negligence**

We will not repair or replace any parts deliberately damaged, misused or neglected. Our engineer will use their expert judgement to decide how the damage happened.

#### **Any damage protected by home insurance**

Your package does not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions, or any other kind of damage typically covered by household insurance. Our care package features will cover repairs when things go wrong with your boiler and controls, central heating system, plumbing and drains. These are not costs you would typically see covered by many home insurance policies.

### **Making any improvements**

Our boiler care packages are designed for repairs to your systems, so they do not include any improvements or upgrades, such as:

- replacing working radiators
- swapping standard radiator valves for thermostatic ones
- adding extra radiators

Where Sensible Heating Solutions informed you that an improvement was necessary, the engineer may not continue to make repairs on that part of your boiler, appliance or system until the improvement has been made.

### **Steel or iron pipes**

Your plan does not cover the repair or replacement of steel or iron pipes. The only exceptions to this are your gas supply pipe and water supply pipe.

### **Energy/central heating management systems**

Your plan will not repair or replace energy or central heating management systems, such as 'smart' devices like Nest or Hive.

### **External water supply stopcock (also known as stop tap or stop valve)**

If the engineer is unable to turn off the external water supply stopcock to your home to complete your repair, it will be your responsibility to arrange for this to be turned off.

### **Any other loss or damage (consequential damage)**

Your plan does not cover any loss of, or damage caused as a result of, your boiler, appliance or system breaking, leaking, catching fire or exploding or failing unless you can show that we caused the damage.

### **Power Flush**

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts. The Sensible Heating Solutions Power Flush will remove that sludge from your system.

We will tell you if your system needs a power flush to work properly, but please note that this is an additional service and not included in your Sensible Boiler Care plan. If someone else carries out a power flush for you, we will need to see proof of purchase before we conduct further repairs or replacement work for damage caused by sludge.



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### SECTION 5: Landlord packages including LSGR

If you are a landlord, it is a legal requirement to have a valid Landlord Gas Safety Record (LGSR) for the gas meter, gas pipework and all gas appliance(s) in your home.

If you purchased a landlord's plan for any of our packages – Sensible Boiler Care, Sensible Central Heating Care or Sensible Complete Care – you will receive a landlord's gas safety inspection on all the gas appliances in the home. We will carry this out at the same time as your annual service.

#### What is included in your LGSR (Landlord Gas Safety Record)?

- An inspection of your gas meter, gas pipework and gas appliances in your home
- Repairs and replacements for your gas pipework and gas appliances
- A Gas Safety Certificate for your gas meter, gas pipework, gas boiler and gas appliances (we can email the certificate to you and your tenant too if you prefer)

#### What is not included in your Sensible Boiler Care plan for landlords?

In SECTION 3 and SECTION 4 above, we outline the features included and not included across our care plans. Using our experience of common queries from landlords in particular, we need to be clear that we do not cover

- repairs to other gas appliances not included in your main plan
- repairs to your gas meter
- re-inspections - your plan only includes one LGSR. If your first inspection is a fail, you will need to pay an additional fee for re-inspection

### SECTION 6: HOW TO ...

#### 6.1 Organise an annual service

All Sensible Boiler Care products include an annual service. This is a check-up of your gas boiler, central heating and ventilation each year to make sure they are working safely in line with relevant laws and regulations.

We will try to contact you or your authorised contact to book your annual service. Our aim is to conduct annual services in the summer months if possible so we can prioritise breakdowns in the winter. If you need your service outside of these months you can contact us, and we will do our best to fit you in.

We will make three attempts to contact you about your annual service. If, after the third attempt, we cannot reach you or your authorised contact, you are then

responsible for rearranging your annual service. Note, you will not be refunded for the cost if you miss your annual service.

The aim is to complete your annual service on the anniversary of your last one. However, sometimes your annual service may be more than 12 months after your last service visit. In periods of local or national high demand for our services (usually due to cold weather), Sensible Heating Solutions will need to prioritise breakdowns. Please rest assured, however, that you will get an annual service each and every year of your plan.

#### What's involved in an annual service?

Your annual service will include testing the gas your boiler produces. If it is necessary to take your boiler apart to adjust or clean it, we will do so, and this work is covered in your plan.

When we complete the annual service, our engineer will give you, or we will send you, a checklist that shows you exactly what we looked at as part of the annual service. If we find a problem or fault that needs to be fixed, we will tell you about it.

We will also provide ongoing support to ensure that the boiler and other systems that we checked at the annual service continue to function correctly. You can access hints and tips on our website, and contact us during your contract period if you have any problems with the boiler and/or system covered in your package. If required, we will arrange an engineer visit to repair any faults.

#### Your welcome service

Depending on your circumstances, we may need to carry out a welcome service. This is a check to see if your system can be protected and that there are no pre-existing faults. We will usually do this within 28 days of your plan's start date.

If we find your existing boiler and controls are not on the approved list or they have an existing fault, we will either:

- offer you a different package
- cancel your plan
- tell you what needs to be done to fix it and give you a quote for the cost of the repair

Once Sensible Heating Solutions or another company has repaired your boiler or system, we can then care for it. If your system passes the welcome service, our engineer will carry out an annual service immediately afterwards.



## 6.2 Arrange a repair

As part of your maintenance contract, we will complete any repairs or replacements of any parts that we checked during your annual service for the duration of the contract.

We aim to handle all repairs as quickly and as efficiently as possible and strive to keep you updated throughout the entire process. To arrange a repair, call us on 0116 366 5664 and you will get through to someone who can help you.

### Grace period before you can request a repair

You will not be able to request a repair within the first 30 days of your start date.

### Paying call-out excess fees

When the repairs team book your repair, they will ask for a debit or credit card payment, if you have chosen a package with an excess. You will need to pay this before every new repair claim but you will not be charged again if the engineer needs to return to repair the same parts within a month.

### Arranging a time to visit or make repairs

We aim to arrange a repair or visit at a time convenient for you, unless something beyond our control makes that impossible. If this is the case, the repairs team will let you know as soon as possible and arrange another time when our engineer can visit.

### Cash payments in lieu

We will not offer you cash instead of carrying out a welcome service, an annual service, repairs or replacements.

### If you miss any payments

Before we book your annual service or repair, Sensible Heating Solutions will require you to settle any unpaid/overdue payments. Note, our engineer may be unable to visit your home until these are paid.

### Freeholder permission

Where it is a requirement of your lease, you must obtain the freeholder's permission for certain alterations and improvements.

## 6.3 Make a change to your contract

### Moving home and changing contact details

Please do tell us if you move to a new house as soon as possible, as your care package is based on an assessment of your current home. Depending on the circumstances, you may need to take out a new plan and cancel your existing plan. You need to let us know if there are any changes to your contact details including telephone number, address, or email.

## Changes to your home or boiler

If you switch your boiler during the contract period, you will need to inform us so we can confirm if your new boiler is on the approved list.

Your plan will continue as normal until you tell us. If your new boiler or appliance cannot be protected, we might need to cancel or change your plan. It is your responsibility to check that you still need the same level of care. This may not be the case if your new boiler has a manufacturer's warranty.

### Upgrades / downgrades

If you wish to upgrade your boiler care package to a different level of protection, or change your call-out fee, you can do this at any point. Depending on the circumstances, you may be required to sign up to a new plan and cancel your existing agreement. You will not be able to downgrade midway through your contract without charge because this counts as a cancellation.

## 6.4 Cancel your contract

All our contracts are annual contracts, so you may be unable to cancel without charge once you pass through your cooling off period.

### Cancelling during your 'cooling off' period (within 14 days)

You can cancel your plan within 14 days of the start date or, if later, within 14 days of the date you receive your welcome letter. We will refund any payments you have made. If we have carried out any work for you before the cooling off period ends and then you cancel your contract, you will still have to pay cancellation charges to cover the cost of work done as follows:

- Annual Service or Welcome Service - £90
- Landlord Gas Safety Record - £120

### If you want to cancel after 14 days

If you have not had a repair or service visit, you can cancel without any fee as long as you give us one month's notice. We will not refund you for months covered by the plan up to the date of cancellation. We will return any unused payments if you decided to pay annually.

If you had a service visit / Landlord Gas Safety Record, we will cancel your agreement from the date you provide, but you will have to pay cancellation charges to cover the cost of work done as follows:

- Annual Service or Welcome Service - £90
- Landlord Gas Safety Record - £120





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If you have had a repair carried out by our engineers, you will need to pay the equivalent of the remaining cost of your annual Sensible Boiler Care package.

### When we have to cancel

We can cancel your contract immediately if:

- you give us false information
- your boiler is not on our approved list
- we find an existing fault during your welcome service
- we cannot find the parts we need to repair your boiler, appliance or system, despite our best attempts
- you put our people's health and safety at risk, for example, through physical or verbal abuse
- your home is unfit or unsafe to work in
- you do not let us into your home to work, despite several requests
- we advise you to make permanent repairs or improvements, but you do not, or
- you fail to make your payments. We will write to you to collect the outstanding payment. If you fail to reply and make the payment, we will cancel your contract. The cancellation will be no less than 30 days after the date we first contacted you about your failed payment

### 6.5 Make a complaint

Our mission is to provide customers with the highest level of service. If we have fallen short of your expectations, we will make every effort to resolve the issue quickly for you. To give you even more protection in case something goes wrong, there are various levels of escalation that you can turn to.

Please get in touch with us as soon as possible if there is anything wrong with any part of your plan or the services we have agreed to provide.

- Call us on 0116 366 5664
- Email us at [admin@sensibleheatingsolution.co.uk](mailto:admin@sensibleheatingsolution.co.uk)

We take any complaint seriously and we will do our best to fix any issue as soon as possible. If we need time to investigate, we will let you know and keep you updated.

### If we are unable to resolve your complaint

The Dispute Resolution Ombudsman offers a free independent complaint resolution service. Similar to the Financial Ombudsman Service, you can refer to the Dispute Resolution Ombudsman free of charge, but you must do so within six months of the date of the final response letter.

You can contact Ombudsman via one of the following methods:

Website: [www.disputeresolutionombudsman.org/dispute](http://www.disputeresolutionombudsman.org/dispute)

Email: [info@disputeresolutionombudsman.org](mailto:info@disputeresolutionombudsman.org)

Post: Premier House,  
First Floor, 1-5 Argyle Way,  
Stevenage,  
SG1 2AD

Registered in England and Wales: 8945616  
Phone: 0333 241 3209

### Financial Conduct Authority

We are not registered with the Financial Conduct Authority (FCA) for these plans and they are therefore outside the remit of the FCA. This operational model allows us the discretion to approve or reject repairs outside a strict interpretation of these terms and conditions.

### SECTION 7: GETTING IN TOUCH

You can call us on 0116 366 5664 or email the team at [service@sensibleheatingsolution.co.uk](mailto:service@sensibleheatingsolution.co.uk) if you have any queries about your Sensible Boiler Care package. In the daytime, 6am-8pm, you can contact us on the same email if you need to call us out for a boiler repair.

If you need to call us out between the hours of 8pm and 6am, please use our out-of-hours email address [claims@sensibleheatingsolution.co.uk](mailto:claims@sensibleheatingsolution.co.uk)

Our aim is to attend your property within 24hrs of you logging a claim.